

# Conditional Sales Agreement

WITNESSETH THIS AGREEMENT dated **June** \_\_, **2014**, by and between **THE STATE OF INDIANA** acting through the Indiana Department of Administration, ("Seller") and \_\_\_\_\_, ("Buyer").

In consideration of this Agreement, Seller and Buyer agree as follows:

1. Sale of Property. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the following property (collectively, "Property"):

- 1.1 Property. The property commonly known as **~8118 N. STATE ROAD 3, Royerton, Delaware County, Indiana**, described on the attached **Exhibit A** ("Land") together with all buildings, improvements and fixtures constructed or located on the Land ("Buildings") and all easements of record and rights benefiting or appurtenant to the Land (collectively the "Property"), subject to all existing legal rights-of-way, easements, conditions and restrictions of record.
- 1.2 Access. The subject parcel currently has limited public access or right of entry. The buyer will be responsible for gaining legal access to the property. Ingress/Egress permits may be submitted to the Department of Transportation and approved or denied at the agencies sole discretion. No assurance of such a permit is expressed or implied.
- 1.3 Personal Property. No personal property is being sold or conveyed as a part of this Purchase Agreement.

2. Purchase Price, Buyer's Premium, and Manner of Payment. The total purchase price ("Purchase Price") to be paid for the Property shall be \_\_\_\_ Dollars (\$\_\_\_\_\_). The Purchase Price shall be payable as follows:

- 2.1 In conjunction with execution of this Agreement (the "Execution Date"), Buyer shall submit \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to Seller as earnest money ("Earnest Money"). In the event this Agreement is not accepted by Seller, the Earnest Money shall be promptly returned to Buyer. Upon acceptance of this Offer by Seller, such Earnest Money shall secure the Buyer's performance of this Agreement and in the event of a default by Buyer in the performance of its obligations herein specified, Seller shall have the right to terminate this Agreement and the Earnest Money shall be paid to Seller as liquidated damages as Seller's sole remedy at law or in equity; and
- 2.2 The balance of the Purchase Price, subject to adjustments as set forth herein, shall be payable in certified funds or by electronic transfer of funds on the "Closing Date" (as hereinafter defined).
- 2.3 In addition to the Purchase Price, Buyer shall, at Closing as hereinafter defined, pay Seller's representative a 10% Buyer's premium pursuant to the terms of a separate addendum to this Agreement.

3. Contingencies and Inspection Period. The obligation of the Seller is contingent upon approval of the transaction contemplated by this Agreement as required by **IC 4-13-2-14.1, IC 4-13-2-14.2 and IC 4-20.5-7**.

4. Closing. In the event that Seller has accepted this Agreement and the parties proceed to closing, the closing of the purchase and sale contemplated by this Agreement (the "Closing") shall occur within thirty (30) days following State approval as set forth above (the "Closing Date"), **such final closing is subject to and conditional upon approval by the Office of the Governor and the Indiana Attorney General**, unless extended by mutual agreement of the parties. The Closing shall take place at a time, place, and on a date agreeable by Seller and Buyer. The Buyer will be responsible for title fees, escrow fees, and costs charged by the company with whom the earnest money is deposited as outlined in Section 5.1.

4.1 Seller's Closing Documents. On the Closing Date, Seller shall have executed and delivered or caused to be delivered to Buyer the following (collectively, "Seller's Closing Documents"), all in form and content reasonably satisfactory to Buyer:

4.1.1 Deed. A Quitclaim Deed conveying the Property to Buyer, **an exemplar of such Quitclaim Deed is attached hereto as Exhibit B**.

4.1.2 Documents. Copies of all contracts, permits and warranties affecting the Property that will survive the Closing, if any.

4.1.3 Sales Disclosure Form. An Indiana sales disclosure form.

4.1.4 Other Documents. All other documents reasonably determined by Buyer to be necessary to transfer title to the Property to Buyer free and clear except Permitted Exceptions to Title.

4.2 Buyer's Closing Documents. On the Closing Date, Buyer will execute and deliver to Seller the following (collectively, "Buyer's Closing Documents"):

4.2.1 Purchase Price. Funds representing the Purchase Price, by electronic transfer of immediately available funds.

4.2.2 Assumption of Contracts, Permits, Warranties and Miscellaneous Documents. An Assumption of Contracts, Permits and Warranties, if any, assuming Seller's obligations under such documents.

4.2.3 Sales Disclosure Form. An Indiana sales disclosure form.

4.2.4 Other Documents. All other documents reasonably determined by Seller or Title Company to be necessary to complete the transaction contemplated by this Agreement.

5. Allocation of Costs. Seller and Buyer agree to the following allocation of costs regarding this Agreement:

5.1 Title Insurance and Closing Fee. Buyer shall be solely responsible for the payment of all premiums and fees associated with title insurance, including any and all closing fees or recording charges. Buyer shall be responsible for payment, at or before Closing, of search fees charged by the title company from whom Seller obtained a preliminary title review and commitment. Unless waived by the title company, said closing fees shall be payable by Buyer whether or not Buyer obtains a policy of title insurance.

5.2 Taxes and Assessments. The Property being conveyed is owned by the State of Indiana and is exempt from all real property taxes. The Seller shall assume no responsibility or liability for any real property taxes or other assessments from which it is statutorily exempt. Buyer shall be solely responsible for, and indemnify Seller against, any and all real property taxes assessed with respect to the Real Property on or after Closing.

5.3 Utilities. Seller shall either ensure that utility service to the Property is disconnected as of the Closing Date or shall cooperate with Buyer in having such utility services transferred to Seller's account. All contracts relating to operating the Property shall be canceled as of the Closing Date.

5.4 Attorney's Fees. Each of the parties will pay its own attorney's fees.

6. Evidence of Title. In the event that Buyer does not order and receive a commitment for title insurance, Seller shall, at its expense, within ten (10) days after written request from Buyer, furnish to Buyer a copy of the documents by which the State obtained or otherwise holds title or a letter from the State Land Office describing the documents by which the State obtained and otherwise holds title. Seller will cooperate with the Buyer or its title company in clarifying or resolving any perceived deficiencies or clouds in the title, but shall not be required to incur any expense beyond commitment of the time of the State Land Office. If such issues cannot be resolved to Buyer's satisfaction, Buyer may terminate this Agreement, and the Earnest Money, if any, shall be returned.

7. Maintenance of the Real Property Prior to Closing. During the period from the date of Seller's acceptance of this Agreement to the Closing Date, Seller shall maintain the Property and improvements in a reasonably prudent manner. Seller shall execute no contracts, leases or other agreements regarding the Property between the date hereof and the Date of Closing that are not terminable on or before the Closing Date, without the prior written consent of Buyer, which consent may be withheld by Buyer at its sole discretion.

8. Representations and Warranties by Seller. Seller represents and warrants to Buyer as follows:

8.1 Existence; Authority. Seller has the requisite power and authority to enter into and perform this Agreement and to execute and deliver Seller's Closing Documents; such documents have been duly authorized by all necessary action.

8.2 Contracts. Seller has made available to Buyer a correct and complete copy of any Contract and its amendments which will survive a closing hereunder, if any.

8.3 Operations. Seller has received no written notice of actual or threatened cancellation or suspension of any utility services for any portion of the Property. Seller has received no written notice of actual or threatened special assessments or reassessments of the Property.

8.4 Litigation. To Seller's knowledge, there is no litigation or proceeding pending or threatened against or relating to the Property, nor does Seller know of or have reasonable grounds to know of any basis for any such action or claim.

8.5 Physical Condition. Seller makes no representation or warranty concerning the physical condition of the Property and puts Buyer to the obligation to satisfy itself pursuant to the contingency contained in Section 3 above.

9. Casualty; Condemnation. If all or any part of the Property is materially damaged by fire, casualty, the elements or any other cause, Seller shall immediately give notice to Buyer, and Buyer shall have the right to terminate this Agreement and receive back all Earnest Money by giving notice within thirty (30) days after Seller's notice. If eminent domain proceedings are threatened or commenced against all or any part of the Property, Seller shall immediately give notice to Buyer, and Buyer shall have the right to terminate this Agreement and receive back all Earnest Money by giving notice within thirty (30) days after Seller's notice. Termination of this Agreement and return of all Earnest Money are Seller's sole remedies

10. Notices. Any notice required or permitted hereunder shall be given by personal delivery upon an authorized representative of a party hereto; or if mailed by United States certified mail, return receipt requested, postage prepaid; or if transmitted by facsimile copy followed by mailed notice; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Seller: Commissioner  
Indiana Department of Administration  
402 W. Washington St., W479  
Indianapolis, IN 46204

With Copy to: Attorney General  
Office of the Indiana Attorney General  
302 W. Washington St.  
Indianapolis, IN 46204

If to Buyer:

With a Copy to:

Notices shall be deemed effective on the date of receipt. Any party may change its address for the service of notice by giving notice of such change ten (10) days prior to the effective date of such change.

11. Miscellaneous. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement, and no waiver of any of its terms will be effective unless in a writing executed by the parties. This Agreement binds and benefits the parties and their successors and assigns. This Agreement has been made under the laws of the State of Indiana, and any suit must be brought in an Indiana court of competent jurisdiction.

12. Remedies. If Buyer defaults, and if Buyer fails to cure such default within ten (10) days of the date of notice of such default from Seller, then Seller shall have the right to terminate this Agreement by giving written notice of termination to Buyer. In the event of termination Seller will receive the Earnest Money as liquidated damages, time being of the essence of this Agreement. The termination of this Agreement and retention of the Earnest Money will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages or specific performance. Buyer's sole remedy for any default by Seller shall be termination of this Agreement and return of the Earnest Money.

13. Buyer's Examination. Buyer is relying solely upon its own examination of the Property and inspections in determining its physical condition, character, and suitability for Buyer's intended use of the Property and is not relying upon any representation by Seller or any broker, except for those made by Seller directly to Buyer in writing in **Exhibit C, which is attached to this agreement**. Buyer agrees and acknowledges that it is accepting the Property "**AS IS**" subject to all faults of every kind and nature whatsoever, whether latent or patent, and whether now or

hereafter existing, and Buyer acknowledges that it has based its decision to purchase the Property solely upon information obtained independently by Buyer. Buyer shall sign a Hold Harmless Affidavit, **an exemplar of such Hold Harmless Affidavit is attached hereto as Exhibit D**. Buyer shall acquire the Property subject to all laws imposed upon the Property by any governmental or quasi-governmental authority having jurisdiction thereof. Buyer represents and warrants to Seller that Buyer has not relied, and will not rely, upon the representation or statement, or the failure to make any representation or statement, by Seller or Seller's agents, employees or by any person acting or purporting to act on the behalf of Seller with respect to the physical condition of the Property.

14. Compliance with Telephone Privacy. As required by IC 5-22-3-7:

(1) The Buyer and any principals of the Buyer certify that (A) the Buyer, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Buyer will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Buyer and any principals of the Buyer certify that an affiliate or principal of the Buyer and any agent acting on behalf of the Buyer or on behalf of an affiliate or principal of the Buyer (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

15. Withdrawal of Offer. This Agreement shall be deemed to be withdrawn, unless accepted by Seller, after one-hundred-fifty (150) days of delivery to Seller. In the event of a withdrawal under this section, Buyer shall be entitled the return of the Earnest Money.

16. Additional terms.

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17. Non-Collusion and Acceptance. The undersigned attests, subject to the penalties for perjury, that he/she is the Buyer, or that he/she is the properly authorized representative, agent, member or officer of the Buyer, that he/she has not, nor has any other member, employee, representative, agent or officer of the Buyer, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Property Purchase Agreement other than that which appears upon the face of this Agreement.

**In Witness Whereof**, Buyer and the Seller have, through their duly authorized representatives, entered into this Property Purchase Agreement. The parties, having read and understood the foregoing terms, do by their respective signatures dated below hereby agree to the terms thereof.

**BUYER:**

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Signature

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Printed Name

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Title

**BUYER SHALL TAKE TITLE OF THE PROPERTY AS FOLLOWS:**

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**BUYERS PRIMARY ADDRESS:**

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**SELLER:**

State of Indiana acting through the Indiana Department of Administration.

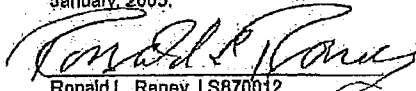
By \_\_\_\_\_  
For:

34.59-12

**DESCRIPTION FOR EXCESS LAND**  
**PART OF PARCEL 12 R/W CODE 3459**

Lot 4 in Block 2 of the Town of Royerton, the plat of which is recorded in Plat Book 1, page 33 in the Office of the Recorder of Delaware County, Indiana, EXCEPT 10 feet by parallel lines off the west side of said lot. Containing after said exception 8,052 square feet, more or less.

This description was prepared for the Indiana Department of Transportation by Ronald L. Raney a Registered Land Surveyor in the State of Indiana, License Number LS870012 on the 28<sup>th</sup> day of January, 2005.

  
Ronald L. Raney, LS870012

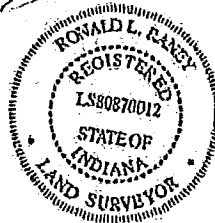


EXHIBIT "A"

## PARCEL 12 EXCESS LAND

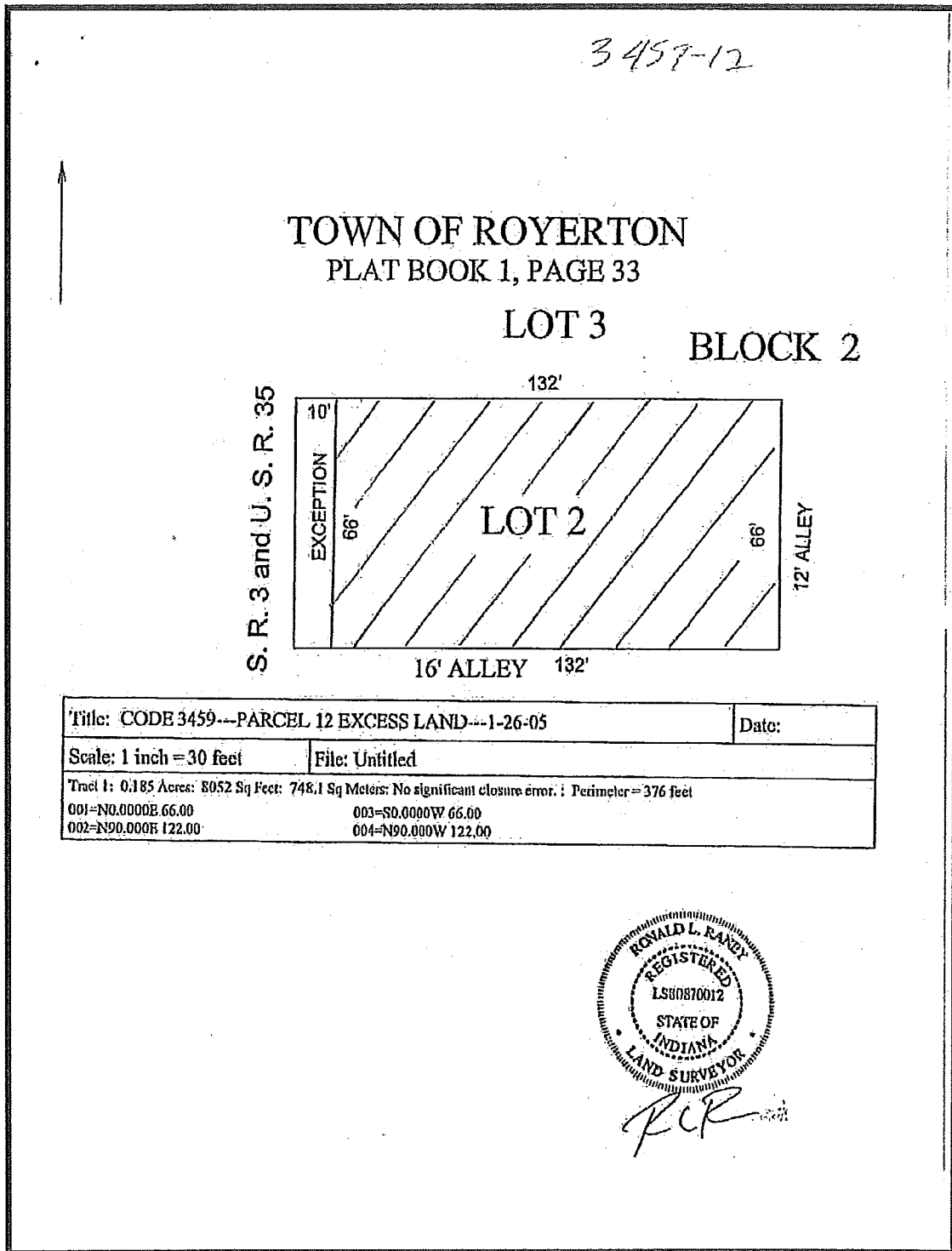


EXHIBIT "B"



## EXHIBIT B

### QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the STATE OF INDIANA, acting through the Governor of the State of Indiana and the Commissioner of the Indiana Department of Administration, or their respective designees, and by the authority of Indiana Code 4-20.5-7-11, RELEASES and QUITCLAIMS to:

for good, valuable, and sufficient consideration, receipt of which is hereby acknowledged, the real property located in \_\_\_\_\_ County, Indiana and more fully described on Exhibit A, attached hereto and incorporated fully herein.

Subject to all existing legal rights-of-way, easements, conditions, and restrictions of record.

**IN WITNESS WHEREOF**, the undersigned have executed the foregoing Quitclaim Deed on behalf of the State of Indiana this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
**David L. Pippen, Designee for  
Mitchell E. Daniels, Jr. Governor**

State of Indiana    )

County of Marion    )

ss:

Before me, a Notary in and for said County and State, personally appeared David L. Pippen, designee of the Governor of Indiana pursuant to IC 4-20.5-7-17 (b), and acknowledged execution of the foregoing Quitclaim Deed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

Notary signature: \_\_\_\_\_

Notary name printed: \_\_\_\_\_

My commission expires: \_\_\_\_\_ I reside in \_\_\_\_\_ County

[illegible]

My commission expires: \_\_\_\_\_ I reside in \_\_\_\_\_ County


**Filed in Indiana State Land Office:**

This instrument prepared by Tim A. Grogg Esq. (Attorney No. 7316-03), Legal Counsel, Indiana Department of Administration, 402 West Washington Street, W 479, Indianapolis, IN 46204. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

# EXHIBIT C

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**CATEGORICAL EXCLUSION LEVEL 1 FORM****Date:** December 2, 2013☒ **Initial Version**☐ **Additional Information to CE Level 1 Dated:** \_\_\_\_\_**Purpose of this document:**☐ CE Level 1 documentation for  
exempted projects☒ State-funded categorical exemption  
documentation**Approval CE Level 1 or State-Funded CE:**  
Environmental Scoping Manager or  
Environmental Policy Manager3 DEC 13  
Date**PROJECT INFORMATION**

<b>County, Route</b>	Delaware County, SR 3	<b>Des Number</b>	LA Code 3459, parcel 12
<b>Purpose and Need:</b>	INDOT and IDOA recognize that state-owned excess right-of-way exists at various locations throughout the state. This land provides no function to the state highway system in terms of serviceability or maintenance, and prohibits development of the property for productive use for residential, commercial, agricultural, or other private or public use. Additionally, state-ownership of land may reduce the availability of real estate that is subject to property taxation; revenue which could benefit the community as a whole. Selling such excess parcel of land would benefit the above causes, as well as providing the potential for additional revenue to the state from the proceeds of the sale.		
<b>Project Description:</b>	This CE is being prepared because the parcel was purchased at least in part with federal funding, thus selling the property would constitute federal involvement and require NEPA documentation. This action has been approved by the INDOT Office of Environmental Services as a State Funded CE.		
<b>Other Alternatives Considered:</b>	N/A		
<b>Project Termini:</b>	N/A		
<b>Funding Source(s):</b>	<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local <input type="checkbox"/> Other	<b>Estimated Cost</b>	N/A
<b>Project Sponsor:</b>	INDOT/IDOA	<b>Project Length</b>	N/A

Name and organization of CE Level 1 Preparer:

Toni Lynn Giffin, INDOT Environmental ServicesINDOT ES/District Env.  
Reviewer Signature:Date: 12-3-13

SCOPE OF THE PROPOSED ACTION			
<b>Public Involvement*</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	No public hearing is required for a project of this type under INDOT's FHWA-approved public involvement guidelines. This does not preclude one or more public hearings or public information meetings in the future.		
<b>Right-of-way (permanent and temporary, in acres)</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	The entire parcel lies within existing right-of-way. This action does not involve the acquisition of any new permanent or temporary right-of-way.		
<b>Disruption to public facilities/services (such as schools, emergency service)</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	This action will not produce a disruption to public facilities/services.		
<b>Involvement with existing bridge(s) (Include structure number(s))</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	This action has no involvement with an existing bridge(s).		

\* Limited public involvement, CE-1 level projects will typically have no public hearing opportunity offered.

INVOLVEMENT WITH RESOURCES			
<b>Surface Waters (streams, rivers, lakes, etc.)</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	There are no streams, rivers, or watercourses, jurisdictional or otherwise, located within the boundaries of the subject parcel. Disposal of the property would not involve construction, excavation, or demolition activities of any kind, thus there would be no impacts to streams, rivers, or watercourses, jurisdictional or otherwise, located in or near the project area. (see Attachment D)		
<b>Wetlands (acres)</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	No wetlands were identified on the National Wetlands Inventory map within the boundaries of the subject parcel (see Attachment D). Disposal of the property would not involve construction, excavation, or demolition activities of any kind, thus there would be no impacts to wetlands.		
<b>Disturbance of Terrestrial Habitat (acres)</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	Land use in and near the project is mixed use of residential, educational and agricultural areas. These habitats will not be affected by the project. Disposal of the property would not involve construction, excavation, or demolition activities of any kind, thus there would be no impacts to these terrestrial habitats. (see Attachment C)		
<b>Karst Features</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	This excess parcel is located outside of the designated karst area of the state as identified in the October 13, 1993 MOU between the Indiana Department of Transportation (INDOT), the Indiana Department of Natural Resources (IDNR), the Indiana Department of Environmental Management (IDEM), and the U.S. Fish and Wildlife Service (USFWS). No karst features were observed or are known to exist within or adjacent to the proposed project area. The sale of the subject parcel is not anticipated to impact any karst features. (see Attachment C)		

INVOLVEMENT WITH RESOURCES			
<b>Threatened and Endangered Species</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	Research into the Indiana Heritage database revealed no ETR species within a ½ mile radius of the subject parcel. The sale of the subject parcel is not expected to impact ETR species or high quality natural communities.		
<b>Drinking Water Resources</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	<p>The project is not located within the St. Joseph Aquifer System, the only legally designated sole source aquifer in Indiana.</p> <p>The Indiana Department of Environmental Management's Wellhead Proximity Determinator website (<a href="http://idemmaps.idem.in.gov/whpa/">http://idemmaps.idem.in.gov/whpa/</a>) was accessed on November 20, 2013 by INDOT ES. The required project location data was provided and it was determined that this project is not located within a Wellhead Protection Area. (see Attachment D)</p> <p>The IDNR Water Well Record Database (<a href="http://www.in.gov/dnr/water/3595.htm">http://www.in.gov/dnr/water/3595.htm</a>) was accessed on November 20, 2013 by INDOT ES. The required project location data was provided and it was determined that this project area does not contain any Water Wells. (see Attachment D)</p>		
<b>Flood Plains (note transverse or longitudinal impact)</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	Seven floodplains are located within the ½ mile radius. Since this project does not include any construction no coordination of any kind is required. The project does not encroach upon the HUD Special Flood Hazard Area. The project is not located in a regulatory floodplain as determined from available FEMA flood plain maps (see Attachment D).		
<b>Farmland (acres)</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	None of the land within the project limits meets the definition of farmland under the Farmland Protection Policy Act (FPPA). The sale of the subject parcel is not anticipated to impact any agricultural resources within proximity to the parcel. The requirements of the FPPA do not apply to this project.		
<b>Cultural Resources</b>		No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
Comments:	<p>Coordination was conducted with the INDOT Cultural Resources Office (CRO) to determine if historical or archaeological resources are present within the excess parcel. (see Attachment B)</p> <p>INDOT CRO response September 19, 2013:</p> <p>With regard to above-ground resources, no buildings are located on this parcel. Nonetheless, the State Register of Historic Sites and Structures and National Register of Historic Places lists for Delaware County were checked by an INDOT- Cultural Resources Office (CRO) historian who meets the Secretary of the Interior's Professional Qualification Standards per 36 CFR Part 61. No properties on these lists are located near the parcel. Additionally, the <i>Delaware County Interim Report</i> of the Indiana Historic Sites and Structures Inventory was referenced (1985; Hamilton Township). No properties are recorded on/adjacent this parcel. The nearest recorded property is Site No. 035-180-20016, a Greek Revival/American Foursquare House on the east side of SR 3 north of E. Delta Dr. It is rated "contributing" and is located approximately 0.1 mile to the north of the subject parcel. Generally, properties rated "contributing" do not possess the level of historical or architectural significance necessary to be considered National Register eligible. INDOT-CRO does not think that the sale of this parcel is an activity that has the potential to cause effects on any above-ground resources eligible for or listed in the National Register.</p>		

**INVOLVEMENT WITH RESOURCES**

INDOT CRO response October 8, 2013:

The parcel included 0.02 ac (0.008 ha) of land that was subject to field reconnaissance. The parcel area was investigated in accordance with IDNR, DHPA (2000) Draft Indiana Archaeological Guidelines and the INDOT Indiana Cultural Resources Manual (2007). The project area was shovel tested along two east-west transects, beginning 20 m east of the SR 3 center line along the northern edge of the parcel due to the presence of a sewerline, roadway berm and parking area (see attached Figure 3). One additional shovel test was placed within the center of the parcel between the two transects at 7 m south of the first transect. No intact archaeological deposits were identified during the course of the field reconnaissance. The archaeological reconnaissance has determined that the project area does not have the potential to contain archaeological resources and no further work is recommended before the project is allowed to proceed.

IDNR SHPO response November 6, 2013:

In regard to archaeology, based on our analysis, we concur with the archaeological report, and no currently known archaeological sites listed in or eligible for inclusion in the National Register of Historic Places or the Indiana Register of Historic Sites and Structures exist within Parcel 3459-12.

If any archaeological artifacts, features, or human remains are uncovered during construction, state law (Indiana Code 14-21-1-27 & 29) requires that the discovery must be reported to the Department of Natural Resources within two (2) business days. In that event, please call (317) 232-1646. Based on the information provided, it does not appear that there are any structures on Excess Parcel Land Parcel 3459-12 that would be eligible for inclusion in the National Register of Historic Places or the Indiana Register of Historic Sites and Structures.

**Section 4(f) and Section 6(f) Resources**No: **X**

Yes:

Possible:

**Comments:**

This parcel sale is not associated with new temporary or permanent right-of-way or ground disturbing activity. Therefore, this action will have no impacts to properties protected under Section 4(f) and 6(f) regulations.

**Air Quality Impacts**No: **X**

Yes:

Possible:

**Comments:**

This project is located in Delaware County, which is currently in attainment for all criteria pollutants. Therefore, the conformity procedures of 40 CFR Part 93 do not apply.

**Community/Economic Impacts**No: **X**

Yes:

Possible:

**Comments:**

The project will not result in the relocation of residences or businesses. The project will not affect community cohesion because it will not change access to properties or within the community. The project will therefore not have a significant negative impact on low-income populations or minority populations that are of concern for environmental justice consideration.

**Hazardous Materials**No: **X**

Yes:

Possible:

**Comments:**

A red flag investigation was completed on September 25, 2013 by INDOT ES. There is one (1) NPDES Pipe Location and one leaking underground storage tank site (LUSTs) located within the ½ mile buffer. Disposal of the property would not involve construction, excavation, or demolition activities of any kind, thus there would be no impacts to these hazardous materials sites. (see Attachment C)

**Permits**No: **X**

Yes:

Possible:

**Comments:**

The process of selling this parcel does not lead directly to any action that will disturb aquatic or terrestrial resources, and no environmental permits are needed to advance the sale of this property.

**ENVIRONMENTAL COMMITMENTS:**

This environmental document has been prepared for the sole purpose of disposal of the excess parcel. No resources or environmental concerns have been identified that will be impacted by the sale of this excess INDOT property; therefore, no environmental commitments have been generated.

**THE CATEGORICAL EXCLUSION CANNOT BE PROCESSED AS A LEVEL ONE IF YES IS SELECTED  
FOR ANY OF THE FOLLOWING ITEMS\*:**

<b>Formal noise analysis required?</b>	No: <b>X</b>	Yes:
<b>Environmental Justice analysis required?</b>	No: <b>X</b>	Yes:
<b>Right-of-Way acquisition greater than 0.5 acre?</b>	No: <b>X</b>	Yes:
<b>Relocation of residences/businesses/etc.?</b>	No: <b>X</b>	Yes:
<b>Added through-traffic lanes?</b>	No: <b>X</b>	Yes:
<b>Facility on new location or realignment?</b>	No: <b>X</b>	Yes:
<b>Permanent alteration of local traffic pattern?</b>	No: <b>X</b>	Yes:
<b>Section 4(f) and Section 6(f) resource impacts?</b>	No: <b>X</b>	Yes:
<b>Sole Source Aquifer Groundwater Assessment required?</b>	No: <b>X</b>	Yes:
<b>Is the project "Likely to Adversely Affect" Threatened and Endangered Species?</b>	No: <b>X</b>	Yes:
<b>Stream impacts greater than 300 linear feet, or work beyond 75 feet from pavement?</b>	No: <b>X</b>	Yes:
<b>Wetland impacts greater than 0.1 acre?</b>	No: <b>X</b>	Yes:
<b>Does the project have historic bridge involvement, or a Section 106 finding of No Adverse Effect / Adverse Effect?</b>	No: <b>X</b>	Yes:

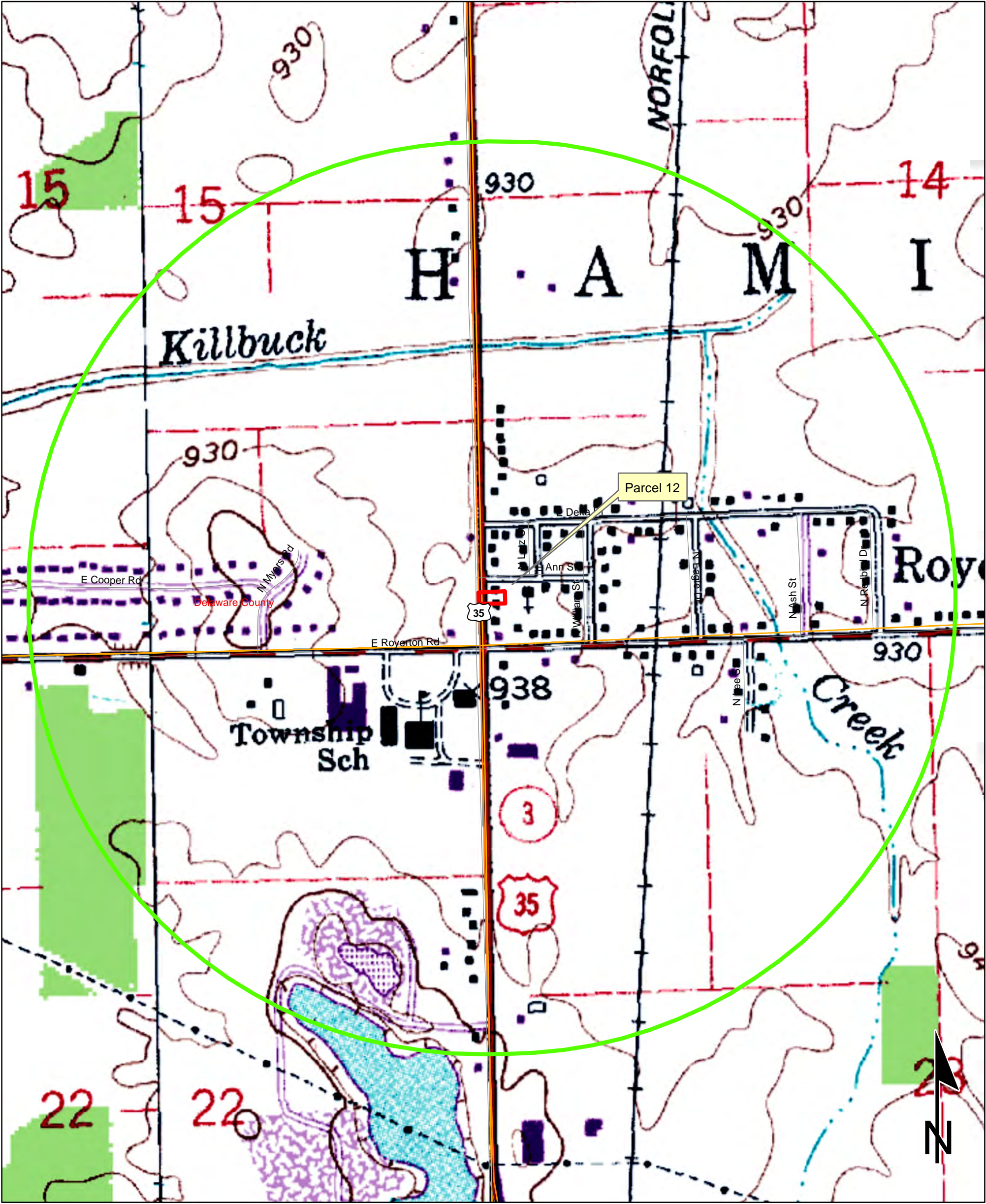
\* Please note, this table is not applicable for state funded CE's.



Attachment A

Maps

Red Flag Investigation - Site Location Map  
SR 3 - Excess Parcel  
LA Code 3459, Parcel 12  
Delaware County, Indiana



Sources: 0.1 0.05 0 0.1 Miles  
**Non Orthophotography**  
**Data** - Obtained from the State of Indiana Geographical Information Office Library  
**Orthophotography** - Obtained from Indiana Map Framework Data ([www.indianamap.org](http://www.indianamap.org))  
**Map Projection:** UTM Zone 16 N **Map Datum:** NAD83  
This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

HAMILTON QUADRANGLE  
INDIANA  
7.5 MINUTE SERIES  
(TOPOGRAPHIC)

## Attachment B

### Cultural Resources (Section 106)



**From:** Kennedy, Mary  
**Sent:** Monday, September 16, 2013 4:19 PM  
**To:** Laswell, Jeffrey  
**Cc:** Bales, Ronald; Andrews, Chris; Miller, Shaun (INDOT)  
**Subject:** RE: Parcel 3459-12 in Royerton, Delaware County

Jeff,

Here is the above-ground write-up for this parcel that can go into the archaeology report transmittal letter:

With regard to above-ground resources, no buildings are located on this parcel. Nonetheless, the State Register of Historic Sites and Structures and National Register of Historic Places lists for Delaware County were checked by an INDOT- Cultural Resources Office (CRO) historian who meets the Secretary of the Interior's Professional Qualification Standards per 36 CFR Part 61. No properties on these lists are located near the parcel. Additionally, the *Delaware County Interim Report* of the Indiana Historic Sites and Structures Inventory was referenced (1985; Hamilton Township). No properties are recorded on/adjacent this parcel. The nearest recorded property is Site No. 035-180-20016, a Greek Revival/American Foursquare House on the east side of SR 3 north of E. Delta Dr. It is rated "contributing" and is located approximately 0.1 mile to the north of the subject parcel. Generally, properties rated "contributing" do not possess the level of historical or architectural significance necessary to be considered National Register eligible. INDOT-CRO does not think that the sale of this parcel is an activity that has the potential to cause effects on any above-ground resources eligible for or listed in the National Register.

Please don't hesitate to let me know if you have any questions or need additional information.

*Mary E. Kennedy*  
*Indiana Department of Transportation*  
*(317) 232-5215*  
[mkennedy@indot.in.gov](mailto:mkennedy@indot.in.gov)

---

**From:** Miller, Shaun (INDOT)  
**Sent:** Thursday, August 29, 2013 11:50 AM  
**To:** Laswell, Jeffrey  
**Cc:** Kennedy, Mary; Bales, Ronald; Andrews, Chris  
**Subject:** Parcel 3459-12 in Royerton, Delaware County

Jeff,

This is a small excess parcel along SR 3 in Royerton, Delaware County needing Phase Ia. Please conduct the fieldwork and prepare report by 10/21 (or ASAP). This is in Milestones under 3459.

Thank you,

[3459 SR3 documentation.pdf](#)

Shaun Miller  
INDOT, Cultural Resources Office  
Archaeological Team Leader  
(317)233-6795  
[smiller@indot.in.gov](mailto:smiller@indot.in.gov)



## INDIANA DEPARTMENT OF TRANSPORTATION

*Driving Indiana's Economic Growth*

100 North Senate Avenue  
Room N642  
Indianapolis, Indiana 46204

PHONE: (317) 233-2093  
FAX: (317) 233-4929

**Michael R. Pence, Governor**  
**Karl B. Browning, Commissioner**

October 8, 2013

Mitchell Zoll  
Director, Division of Historic Preservation and Archaeology  
Indiana Department of Natural Resources  
Division of Historic Preservation and Archaeology  
402 West Washington Street  
Room W274  
Indianapolis, Indiana 46204

Re: Archaeological Literature Review and Phase Ia Field Reconnaissance  
Route No.: SR 3/US 35  
Description: The Disposal of Excess Land Parcel 3459-12  
in the Town of Royerton Delaware County, Indiana

Dear Mr. Zoll:

Pursuant to Indiana Code 14-21-14, the Indiana Department of Transportation, Cultural Resources Office (INDOT, CRO) completed an archaeological Phase Ia field reconnaissance for an excess right-of-way parcel originally acquired as a result of an intersection improvement project along SR 3/US 35 in 1996. The result of the current investigation is the enclosed report (Laswell 10/8/2013). The project was completed for the Indiana Department of Transportation, Division of Environmental Services, Environmental Policy Office.

With regard to above-ground resources, no buildings are located on this parcel. Nonetheless, the State Register of Historic Sites and Structures and National Register of Historic Places lists for Delaware County were checked by an INDOT- Cultural Resources Office (CRO) historian who meets the Secretary of the Interior's Professional Qualification Standards per 36 CFR Part 61. No properties on these lists are located near the parcel. Additionally, the *Delaware County Interim Report* of the Indiana Historic Sites and Structures Inventory was referenced (1985; Hamilton Township). No properties are recorded on/adjacent this parcel. The nearest recorded property is Site No. 035-180-20016, a Greek Revival/American Foursquare House on the east side of SR 3 north of E. Delta Dr. It is rated "contributing" and is located approximately 0.1 mile to the north of the subject parcel. Generally, properties rated "contributing" do not possess the level of historical or architectural significance necessary to be considered National Register eligible. INDOT-CRO does not think that the sale of this parcel is an activity that has the potential to cause effects on any above-ground resources eligible for or listed in the National Register.

Please review the enclosed archaeological report and advise us of its acceptability and recommendations. If there are any questions or archaeological concerns regarding the sale of this property, please contact Mr. Jeffrey Laswell of this office at (317)-233-2093, for historic structures, Ms. Mary Kennedy at (317) 232-5215.

Sincerely,

A handwritten signature in black ink that reads "Patrick Carpenter". The signature is written in a cursive, flowing style.

Patrick Carpenter  
Manager, INDOT Cultural Resources Office

PC/JLL/jll  
Enclosures

Cc.: Toni Giffin, Environmental Manager INDOT, Environmental Policy Office  
INDOT Environmental Services, Cultural Resource Office project file



## Indiana Department of Natural Resources

Michael R. Pence, Governor  
Cameron F. Clark, Director

Division of Historic Preservation & Archaeology-402 W. Washington Street, W274-Indianapolis, IN 46204-2739  
Phone 317-232-1646-Fax 317-232-0693-dhpa@dnr.IN.gov



November 6, 2013

Patrick Carpenter  
Manager, Cultural Resources Office  
Environmental Services Division  
Indiana Department of Transportation  
100 North Senate Avenue, Room N642  
Indianapolis, Indiana 46204

State Agency: Indiana Department of Transportation ("INDOT")

Re: Indiana archaeological short report (Laswell, 10/8/2013) for the Disposal of Excess Parcel 12 along SR 3/US 35  
in the community of Royerton (LA Code 3459; DHPA No. 15392)

Dear Mr. Carpenter:

Pursuant to Indiana Code 14-21-1-14, the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology ("DHPA") has conducted a review of dated October 8, 2013, and received by the DHPA on October 10, for the aforementioned excess parcel disposal in Hamilton Township, Delaware County, Indiana.

In regard to archaeology, based on our analysis, we concur with the archaeological report, and no currently known archaeological sites listed in or eligible for inclusion in the National Register of Historic Places or the Indiana Register of Historic Sites and Structures exist within Parcel 3459-12.

If any archaeological artifacts, features, or human remains are uncovered during construction, state law (Indiana Code 14-21-1-27 & 29) requires that the discovery must be reported to the Department of Natural Resources within two (2) business days. In that event, please call (317) 232-1646.

Based on the information provided, it does not appear that there are any structures on Excess Parcel Land Parcel 3459-12 that would be eligible for inclusion in the National Register of Historic Places or the Indiana Register of Historic Sites and Structures.

If you have questions about archaeological issues, please contact Wade T. Tharp at (317) 232-1650 or [wtharp1@dnr.IN.gov](mailto:wtharp1@dnr.IN.gov). Questions about issues pertaining to buildings or structures should be directed to John Carr at (317) 233-1949 or [jcarr@dnr.IN.gov](mailto:jcarr@dnr.IN.gov). If there should need to be any future correspondence regarding the Disposal of Excess Land Parcel 3459-12, please refer to DHPA No. 15392.

Very truly yours,

Mitchell K. Zoll  
Director, Division of Historic Preservation & Archaeology

MKZ:JLC:WTT:wt

emc: Patrick Carpenter, Indiana Department of Transportation  
Mary Kennedy, Indiana Department of Transportation  
Shaun Miller, Indiana Department of Transportation  
Jeffrey Laswell, Indiana Department of Transportation  
Melany Prather, Indiana Department of Transportation  
Michael Kuehl, Indiana Department of Transportation  
Steve Harless, Indiana Department of Administration

Attachment C

Red Flag Investigation





# INDIANA DEPARTMENT OF TRANSPORTATION

## *Driving Indiana's Economic Growth*

100 North Senate Avenue  
Room N642  
Indianapolis, Indiana 46204-2216 (317) 232-5348 FAX: (317) 233-4929

**Michael R. Pence, Governor**  
**Karl B. Browning, Commissioner**

Date: September 25, 2013

To: Marlene Mathas  
Hazardous Materials Unit  
Environmental Services  
Indiana Department of Transportation  
100 N Senate Avenue, Room N642  
Indianapolis, IN 46204

From: Toni Lynn Giffin  
Environmental Services - NEPA  
Indiana Department of Transportation  
100 North Senate Avenue Room N642  
Indianapolis, IN 46204

Re: RED FLAG INVESTIGATION  
LA Code 3459, Excess Parcel 12  
SR 3  
Delaware County, Indiana

### NARRATIVE

The subject parcel was acquired by INDOT (Indiana Department of Transportation) for right-of-way purposes. INDOT has decided that this surplus land will not be needed for right-of-way or other transportation purposes within the foreseeable future. A legal description of parcel 12 is as follows:

Lot 4 in Block 2 of the Town of Royerton, the plat of which is recorded in Plat Book 1, page 33 in the Office of the Recorder of Delaware County, Indiana, EXCEPT 10 feet by parallel lines off the west side of said lot. Containing after said exception 8,052 square feet, more or less.

### SUMMARY

<b>Infrastructure</b>			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
Religious Facilities	N/A	Recreational Facilities	1
Airports	N/A	Pipelines	1
Cemeteries	N/A	Railroads	1
Hospitals	N/A	Trails	N/A
Schools	1	Managed Lands	N/A

Explanation:

**Recreational Facilities:** There is one (1) Recreational Facility located within the ½ mile buffer. The presence of this Recreational Facility will not impact the sale of the parcel.

**Pipelines:** There is one (1) Pipeline (Gas) located within the ½ mile buffer. The presence of this Pipeline will not impact the sale of the parcel.

**Railroads:** There is one (1) Railroad located within the ½ mile buffer. The presence of this Railroad will not impact the sale of the parcel.

**Schools:** There is one (1) School (Royerton Elementary) located within the ½ mile buffer. The presence of this School will not impact the sale of the parcel.

<b>Water Resources</b>			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
NWI – Points	N/A	NWI - Wetlands	4
Karst Springs	N/A	IDEM 303d Listed Lakes	N/A
Canal Structures – Historic	N/A	Lakes	2
NWI - Lines	2	Floodplain - DFIRM	7
IDEM 303d Listed Rivers and Streams (Impaired)	1	Cave Entrance Density	N/A
Rivers and Streams	4	Sinkhole Areas	N/A
Canal Routes - Historic	N/A	Sinking-Stream Basins	N/A

Explanation:

**NWI – Wetlands:** There are four (4) NWI – Wetlands located within the ½ mile buffer. The presence of these Wetlands will not impact the sale of the parcel.

**Lakes:** There are two (2) Lakes located within the ½ mile buffer. The presence of these Lakes will not impact the sale of the parcel.

**NWI – Lines:** There are two (2) NWI – Lines located within the ½ mile buffer. The presence of these NWI - Lines will not impact the sale of the parcel.

**Floodplain - DFIRM:** There are seven (7) Floodplain located within the ½ mile buffer. The presence of these Floodplain will not impact the sale of the parcel.

**IDEM 303d Listed Rivers and Streams (Impaired):** There is one (1) Impaired Stream located within the ½ mile buffer. The presence of this Impaired Stream will not impact the sale of the parcel.

**Rivers and Streams:** There are four (4) Rivers and Streams located within the ½ mile buffer. The presence of these Rivers and Streams will not impact the sale of the parcel.

<b>Mining/Mineral Exploration</b>			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
Petroleum Wells	<b>2</b>	Petroleum Fields	<b>1</b>
Mines – Surface	<b>N/A</b>	Mines – Underground	<b>N/A</b>

Explanation:

**Petroleum Wells:** There are two (2) Petroleum Wells located within the ½ mile buffer. The presence of this Petroleum Wells will not impact the sale of the parcel.

**Petroleum Field:** There is one (1) Petroleum Field located within the ½ mile buffer. Buyer should be informed that parcel 12 is located in the Trenton Petroleum Field.

<b>Hazmat Concerns</b>			
Indicate the number of items of concern found within ½ mile, including an explanation why each item within the ½ mile radius will/will not impact the project. If there are no items, please indicate N/A:			
Brownfield Sites	<b>N/A</b>	Restricted Waste Sites	<b>N/A</b>
Corrective Action Sites (RCRA)	<b>N/A</b>	Septage Waste Sites	<b>N/A</b>
Confined Feeding Operations	<b>N/A</b>	Solid Waste Landfills	<b>N/A</b>
Construction Demolition Waste	<b>N/A</b>	State Cleanup Sites	<b>N/A</b>
Industrial Waste Sites (RCRA Generators)	<b>N/A</b>	Tire Waste Sites	<b>N/A</b>
Infectious/Medical Waste Sites	<b>N/A</b>	Waste Transfer Stations	<b>N/A</b>
Lagoon/Surface Impoundments	<b>N/A</b>	RCRA Waste Treatment, Storage, and Disposal Sites (TSDs)	<b>N/A</b>
Leaking Underground Storage Tanks (LUSTs)	<b>1</b>	Underground Storage Tanks	<b>N/A</b>
Manufactured Gas Plant Sites	<b>N/A</b>	Voluntary Remediation Program	<b>N/A</b>
NPDES Facilities	<b>N/A</b>	Superfund	<b>N/A</b>
NPDES Pipe Locations	<b>1</b>	Institutional Control Sites	<b>N/A</b>
Open Dump Sites	<b>N/A</b>		

Explanation:

**NPDES Pipe Locations:** There is one (1) NPDES Pipe Location located within the ½ mile buffer. The presence of this NPDES Pipe Location will not impact the sale of the parcel.

**Leaking Underground Storage Tanks (LUSTs):** There is one leaking underground storage tank site within the 1/2 mile buffer. The location of this site will not impact the sale of this parcel.

### **Ecological Information**

The Delaware County listing of the Indiana Natural Heritage Data Center information on endangered, threatened, or rare (ETR) species and high quality natural communities is attached with ETR species highlighted.

Research into the Indiana Heritage database revealed no ETR species within a ½ mile radius of the subject parcel. The sale of the subject parcel is not expected to impact ETR species or high quality natural communities.

### **Cultural Resources**

A request for review was made to INDOT Environmental Services, Cultural Resources, and will be submitted under separate documentation.

## RECOMMENDATIONS

INFRASTRUCTURE: N/A

WATER RESOURCES: N/A

MINING/MINERAL EXPLORATION: Buyer should be informed that parcel 12 is located in the Trenton Petroleum Field.

HAZMAT CONCERNS: N/A

ECOLOGICAL INFORMATION: N/A

CULTURAL RESOURCES: A request for review was made to INDOT Environmental Services, Cultural Resources, and will be submitted under separate documentation.

**Anthony  
Johnson**

Digitally signed by Anthony Johnson  
DN: cn=Anthony Johnson,  
o=Hazardous Materials, ou=INDOT  
Environmental Services,  
email=awjohnson@indot.in.gov, c=US  
Date: 2013.11.13 12:29:56 -05'00'

INDOT Environmental Services concurrence:

(Signature)

Prepared by:

Toni Lynn Giffin  
Environmental Manager II  
INDOT Environmental Services

## Graphics:

GENERAL SITE MAP SHOWING PROJECT AREA: YES

INFRASTRUCTURE: YES

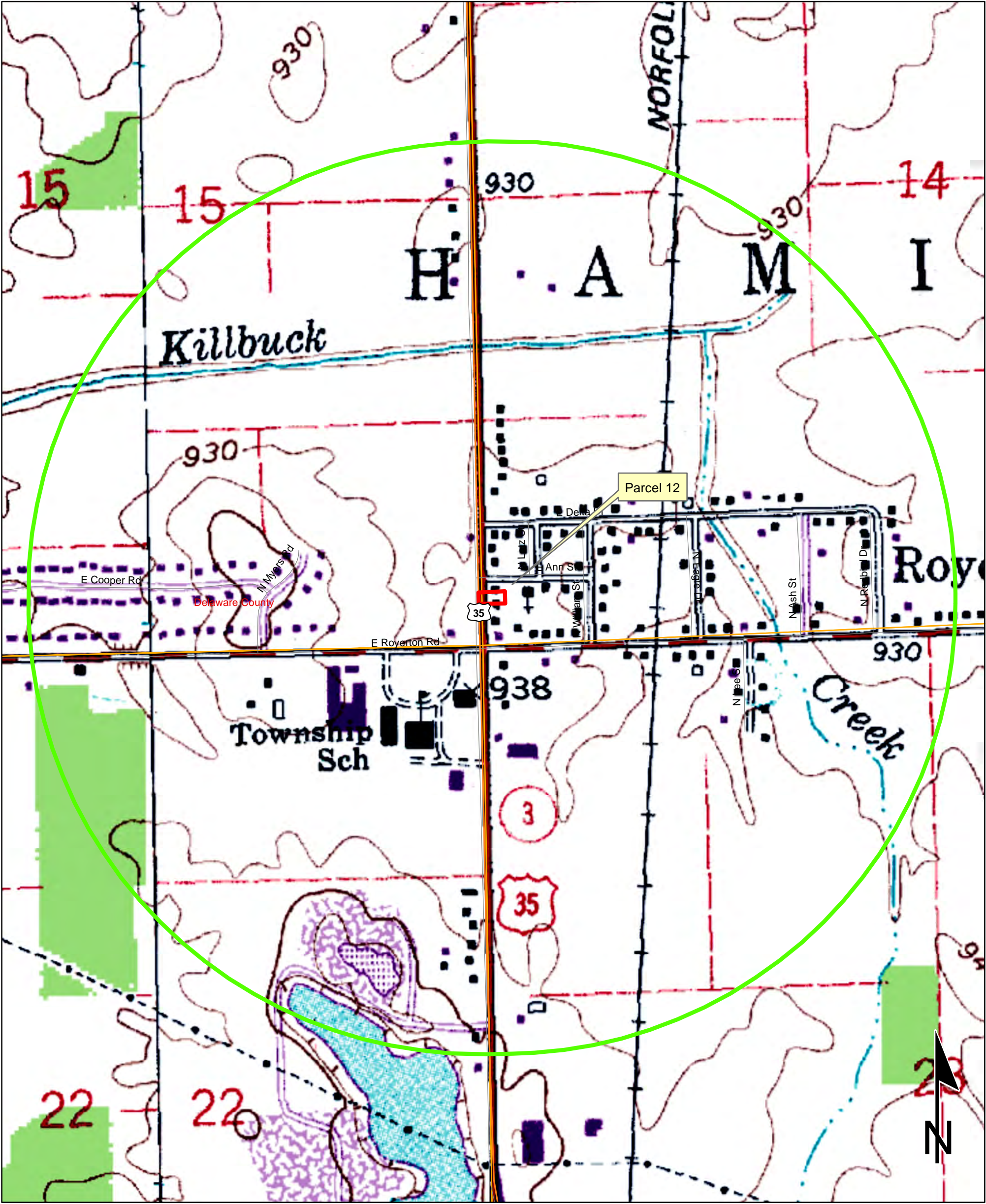
WATER RESOURCES: YES

MINING/MINERAL EXPLORATION: YES

HAZMAT CONCERNS: YES



Red Flag Investigation - Site Location Map  
SR 3 - Excess Parcel  
LA Code 3459, Parcel 12  
Delaware County, Indiana

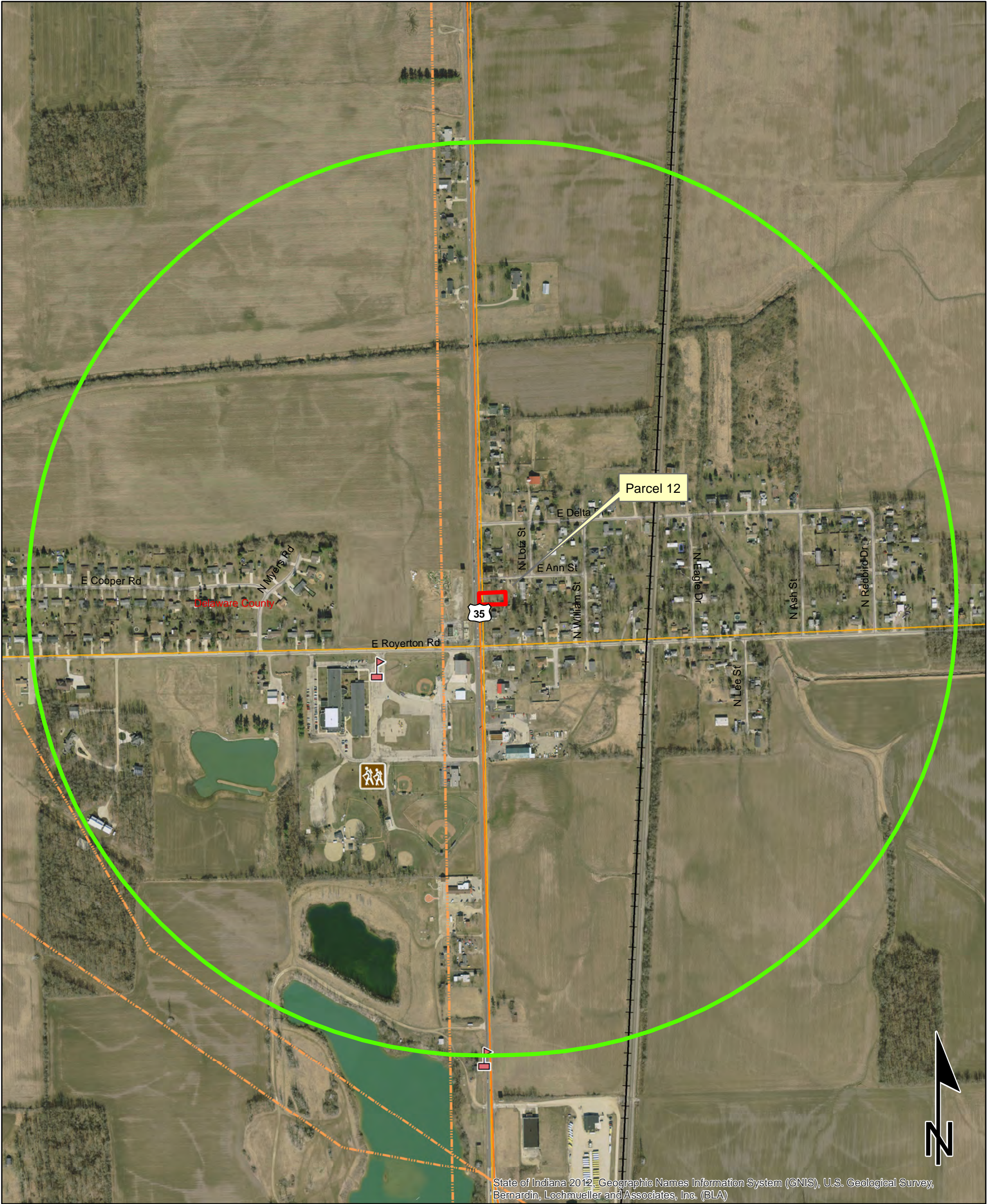


Sources: 0.1 0.05 0 0.1 Miles  
Non Orthophotography  
Data - Obtained from the State of Indiana Geographical Information Office Library  
Orthophotography - Obtained from Indiana Map Framework Data ([www.indianamap.org](http://www.indianamap.org))  
Map Projection: UTM Zone 16 N Map Datum: NAD83  
This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

HAMILTON QUADRANGLE  
INDIANA  
7.5 MINUTE SERIES  
(TOPOGRAPHIC)



Red Flag Investigation - Infrastructure Map  
SR 3 - Excess Parcel  
LA Code 3459, Parcel 12  
Delaware County, Indiana



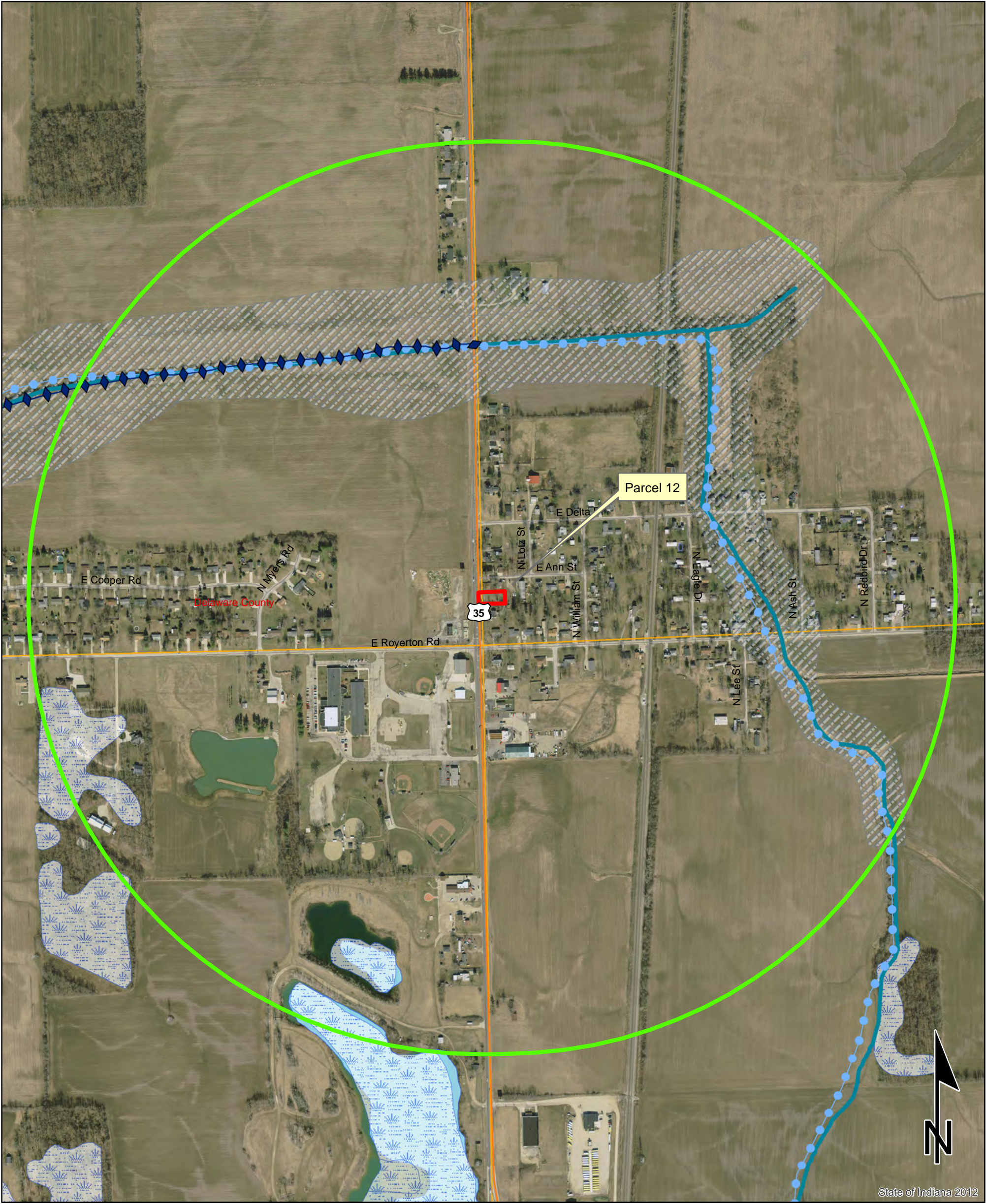
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**Map Projection:** UTM Zone 16 N **Map Datum:** NAD83

This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

	Religious Facility		Recreation Facility		Project Area
	Religious Facility		Pipeline		Half Mile Radius
	Indiana Map		Railroad		Interstate
	Airport		Trails		State Route
	Cemeteries		Managed Lands		US Route
	Hospital		County Boundary		Local Road
	School				

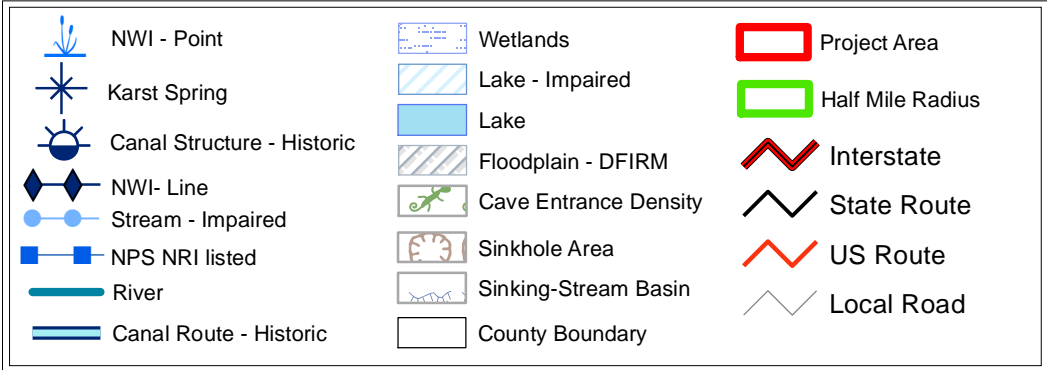


Red Flag Investigation - Water Resource Map  
SR 3 - Excess Parcel  
LA Code 3459, Parcel 12  
Delaware County, Indiana



**Sources:**  
**Non Orthophotography**  
**Data** - Obtained from the State of Indiana Geographical Information Office Library  
**Orthophotography** - Obtained from Indiana Map Framework Data ([www.indianamap.org](http://www.indianamap.org))  
**Map Projection:** UTM Zone 16 N **Map Datum:** NAD83

**This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.**





Red Flag Investigation - Mining/Mineral Exploration Map

SR 3 - Excess Parcel

LA Code 3459, Parcel 12

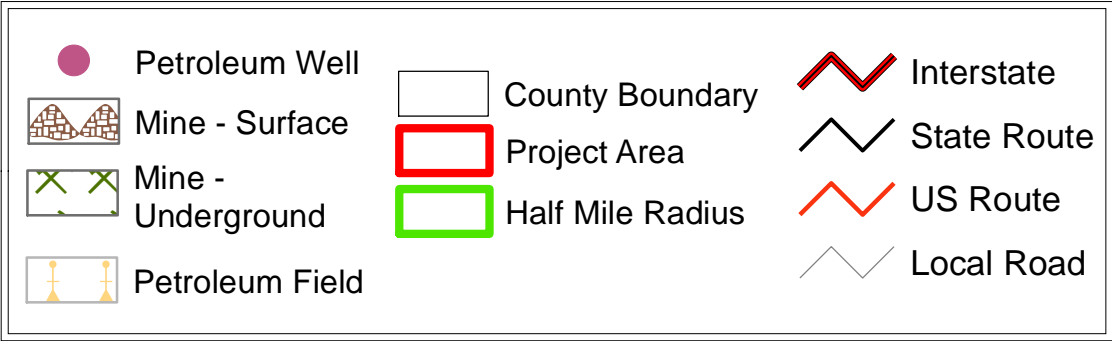
Delaware County, Indiana



0.1 0.05 0 0.1 Miles

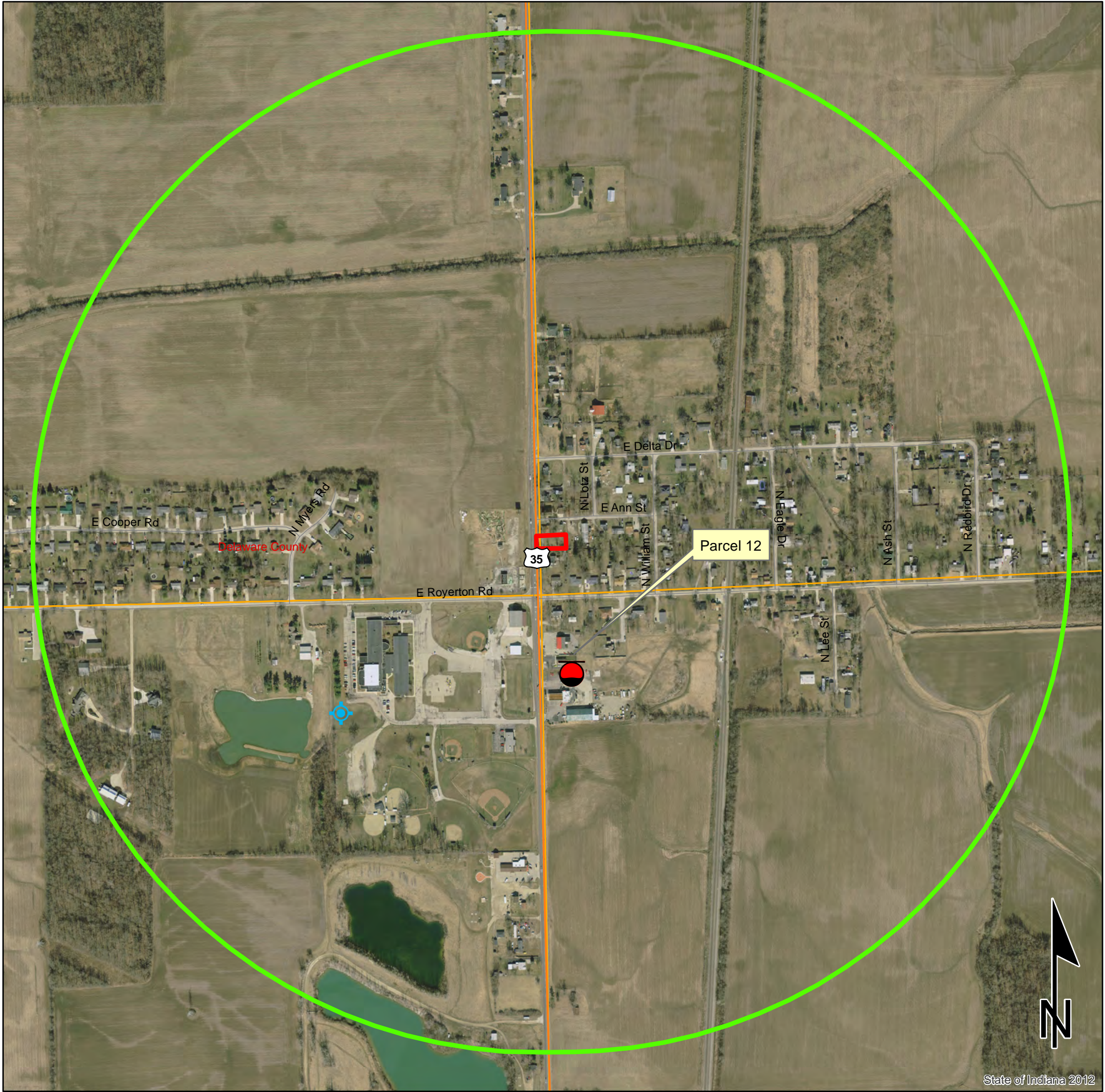
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Data - Obtained from the State of Indiana Geographical Information Office Library  
**Orthophotography** - Obtained from Indiana Map Framework Data ([www.indianamap.org](http://www.indianamap.org))  
Map Projection: UTM Zone 16 N Map Datum: NAD83

This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.





Red Flag Investigation - Hazmat Map  
SR 3 - Excess Parcel  
LA Code 3459, Parcel 12  
Delaware County, Indiana



	Brownfield		RCRA Generator/TSD		Institutional Controls
	RCRA Corrective Action Sites		Restricted Waste Site		County Boundary
	Confined Feeding Operation		Septage Waste Site		Project Area
	Construction/Demolition Site		Solid Waste Landfill		Half Mile Radius
	Infectious/Medical Waste Site		State Cleanup Site		Interstate
	Leaking Underground Storage Tank		Superfund		State Route
	Manufactured Gas Plant		Tire Waste Site		US Route
	NPDES Facilites		Underground Storage Tank		Local Road
	NPDES Pipe Locations		Voluntary Remediation Program		
	Open Dump Waste Site		Waste Transfer Station		

0.1 0.05 0 0.1 Miles

This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

**Sources:**  
**Non Orthophotography**  
**Data** - Obtained from the State of Indiana Geographical Information Office Library  
**Orthophotography** - Obtained from Indiana Map Framework Data ([www.indianamap.org](http://www.indianamap.org))  
**Map Projection:** UTM Zone 16 N **Map Datum:** NAD83



# Indiana County Endangered, Threatened and Rare Species List

## County: Delaware

Species Name	Common Name	FED	STATE	GRANK	SRANK
<b>Mollusk: Bivalvia (Mussels)</b>					
Epioblasma torulosa rangiana	Northern Riffleshell	LE	SE	G2T2	SX
Lampsilis fasciola	Wavyrayed Lampmussel		SSC	G5	S3
Pleurobema clava	Clubshell	LE	SE	G2	S1
Pleurobema cordatum	Ohio Pigtoe		SSC	G4	S2
Ptychobranhus fasciolaris	Kidneyshell		SSC	G4G5	S2
Toxolasma lividus	Purple Lilliput		SSC	G3	S2
Villosa fabalis	Rayed Bean	LE	SSC	G2	S1
<b>Reptile</b>					
Clemmys guttata	Spotted Turtle		SE	G5	S2
Clonophis kirtlandii	Kirtland's Snake		SE	G2	S2
Emydoidea blandingii	Blanding's Turtle		SE	G4	S2
Sistrurus catenatus catenatus	Eastern Massasauga	C	SE	G3G4T3T4Q	S2
Thamnophis butleri	Butler's Garter Snake		SE	G4	S1
<b>Bird</b>					
Ardea herodias	Great Blue Heron			G5	S4B
Botaurus lentiginosus	American Bittern		SE	G4	S2B
Lanius ludovicianus	Loggerhead Shrike	No Status	SE	G4	S3B
Nyctanassa violacea	Yellow-crowned Night-heron		SE	G5	S2B
Nycticorax nycticorax	Black-crowned Night-heron		SE	G5	S1B
Rallus elegans	King Rail		SE	G4	S1B
<b>Mammal</b>					
Myotis sodalis	Indiana Bat or Social Myotis	LE	SE	G2	S1
Taxidea taxus	American Badger		SSC	G5	S2
<b>Vascular Plant</b>					
Carex alopecoidea	Foxtail Sedge		SE	G5	S1
Glyceria borealis	Small Floating Manna-grass		SE	G5	S1
Matteuccia struthiopteris	Ostrich Fern		SR	G5	S2
Silene regia	Royal Catchfly		ST	G3	S2
Trichostema dichotomum	Forked Bluecurl		SR	G5	S2
Trifolium stoloniferum	Running Buffalo Clover	LE	SE	G3	S1
Valerianella chenopodiifolia	Goose-foot Corn-salad		SE	G5	S1
Wisteria macrostachya	Kentucky Wisteria		SR	G5	S2
<b>High Quality Natural Community</b>					
Forest - flatwoods central till plain	Central Till Plain Flatwoods		SG	G3	S2

Indiana Natural Heritage Data Center  
Division of Nature Preserves  
Indiana Department of Natural Resources  
This data is not the result of comprehensive county surveys.

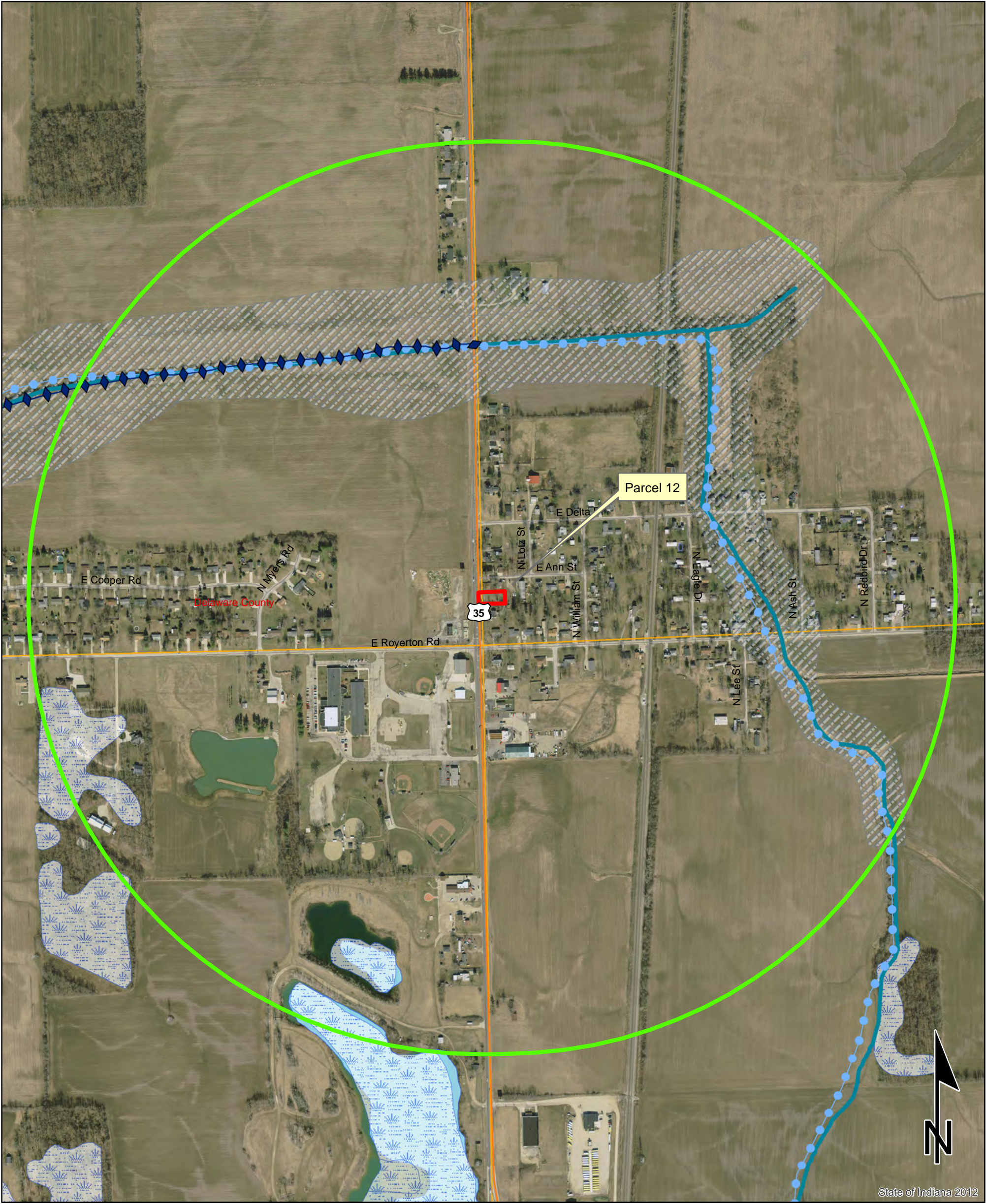
Fed: LE = Endangered; LT = Threatened; C = candidate; PDL = proposed for delisting  
State: SE = state endangered; ST = state threatened; SR = state rare; SSC = state species of special concern; SX = state extirpated; SG = state significant; WL = watch list  
GRANK: Global Heritage Rank: G1 = critically imperiled globally; G2 = imperiled globally; G3 = rare or uncommon globally; G4 = widespread and abundant globally but with long term concerns; G5 = widespread and abundant globally; G? = unranked; GX = extinct; Q = uncertain rank; T = taxonomic subunit rank  
SRANK: State Heritage Rank: S1 = critically imperiled in state; S2 = imperiled in state; S3 = rare or uncommon in state; G4 = widespread and abundant in state but with long term concern; SG = state significant; SH = historical in state; SX = state extirpated; B = breeding status; S? = unranked; SNR = unranked; SNA = nonbreeding status unranked

Attachment D

Water Resources



Red Flag Investigation - Water Resource Map  
SR 3 - Excess Parcel  
LA Code 3459, Parcel 12  
Delaware County, Indiana

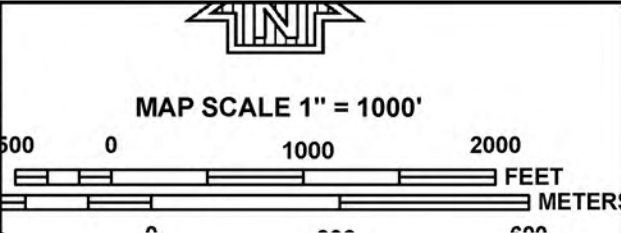


Sources:  
**Non Orthophotography**  
**Data** - Obtained from the State of Indiana Geographical Information Office Library  
**Orthophotography** - Obtained from Indiana Map Framework Data ([www.indianamap.org](http://www.indianamap.org))  
**Map Projection:** UTM Zone 16 N    **Map Datum:** NAD83

This map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purposes.

NWI - Point	Wetlands	Project Area
Karst Spring	Lake - Impaired	Half Mile Radius
Canal Structure - Historic	Lake	Interstate
NWI- Line	Floodplain - DFIRM	State Route
Stream - Impaired	Cave Entrance Density	US Route
NPS NRI listed	Sinkhole Area	Local Road
River	Sinking-Stream Basin	
Canal Route - Historic	County Boundary	





NFIP

PANEL 0165D

**FIRM**  
FLOOD INSURANCE RATE MAP  
DELAWARE COUNTY,  
INDIANA  
AND INCORPORATED AREAS

PANEL 165 OF 400  
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
DELAWARE COUNTY	180051	0165	D
EATON, TOWN OF	180052	0165	D

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER  
18035C0165D  
EFFECTIVE DATE  
JULY 4, 2011

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)



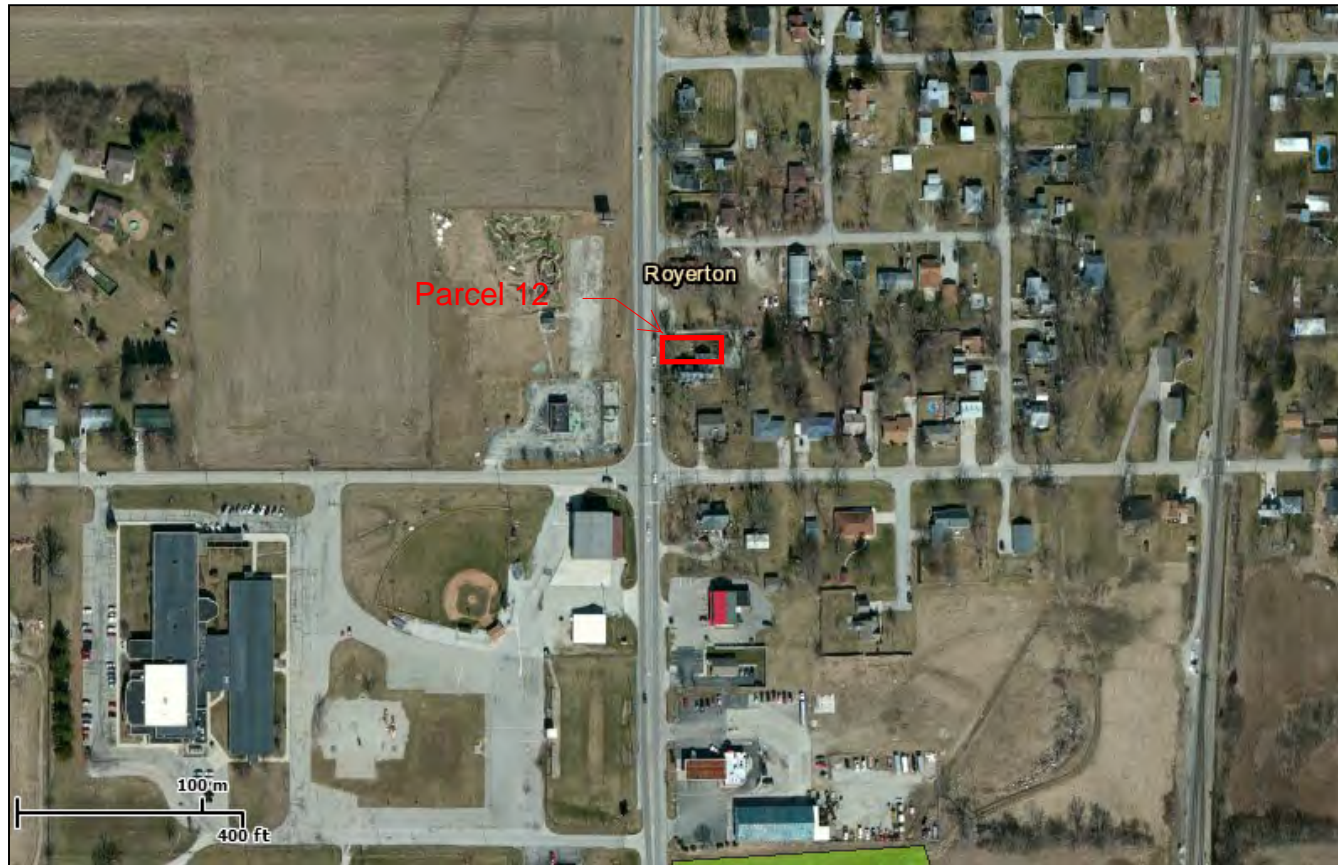


U.S. Fish and Wildlife Service

# National Wetlands Inventory

LA Code 3459,  
Parcel 12

Nov 21, 2013



## Wetlands

- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Riverine
- Other

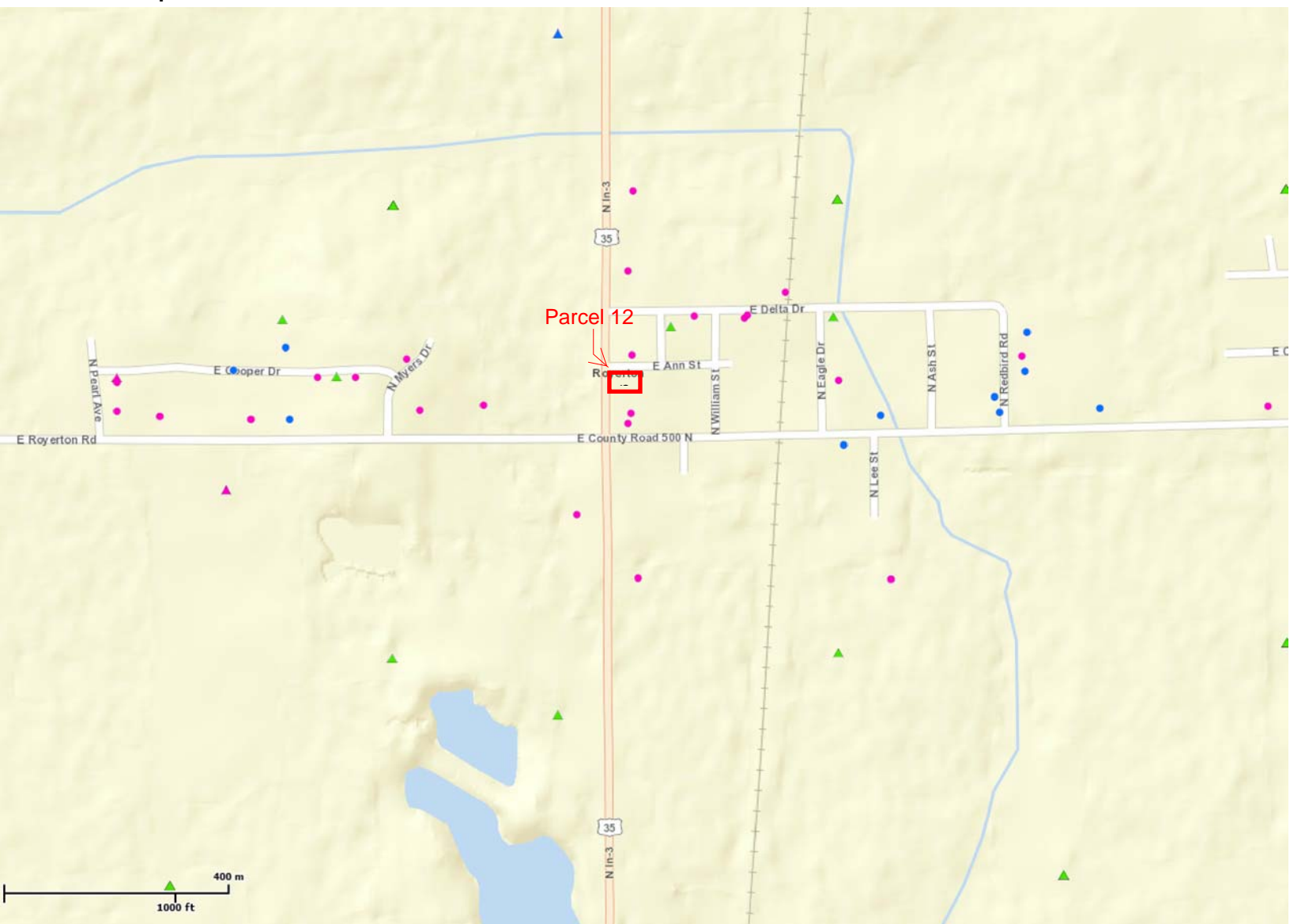
This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

## User Remarks:

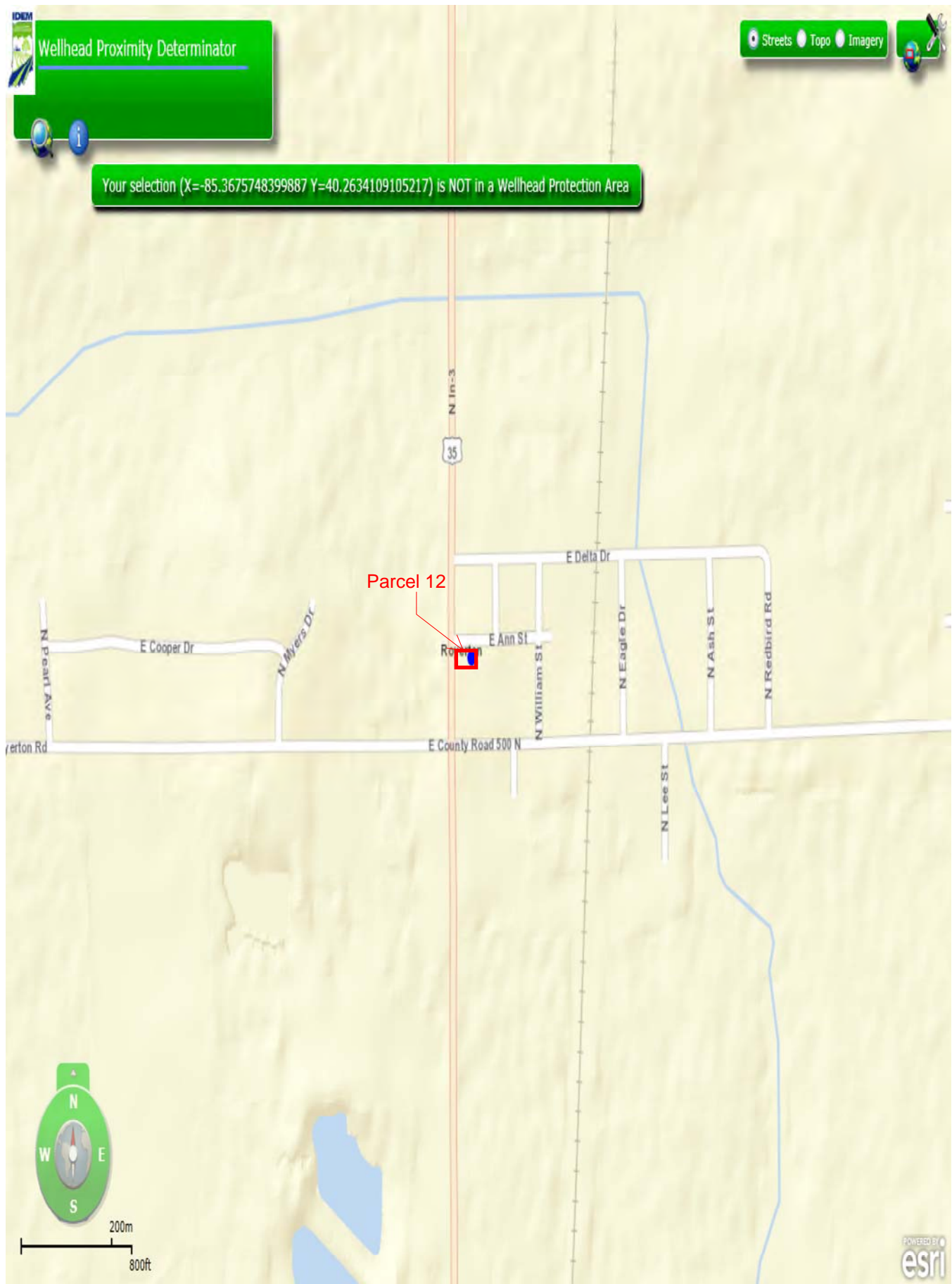
USFWS Wetlands Map

# Water Wells Records Map

Indiana Dept. of Natural Resources



Copyright 2012 Indiana Dept. of Natural Resources. Thu Nov 21 2013 02:09:38 PM.





## Attachment E

### Additional Parcel Information



**INDIANA DEPARTMENT OF TRANSPORTATION**  
*Driving Indiana's Economic Growth*

100 North Senate Avenue  
Room N642  
Indianapolis, Indiana 46204

PHONE: (317) 232-5005  
FAX: (317) 233-3055

**Michael R. Pence., Governor**  
**Karl B. Browning, Commissioner**

August 27, 2013

MEMORANDUM

TO: Ken McMullen, Environmental Services

THRU: Chris Andrews, Environmental Services

THRU: Ron Bales, Environmental Services

FROM: Steve Catron, Manager, Excess Land Team  
Real Estate Division

SUBJECT: Request for Archaeological Clearance, Hazardous Waste Survey & CE to Dispose of Excess. This property is EXCESS R/W. The Crawfordsville District has determined the property to be excess.

Project: STP-201-2 (8)  
Parcel(s): 12  
Code: 3459  
County: Delaware  
Road: SR 3

**Expected time of completion of the above activities is October 1, 2013**

This Division desires to proceed with the disposal of the subject properties, unless there is some indication that the disposal of this property would not be in the best interest of the State. **Also, please obtain a clearance letter from the Department of Natural Resources, if needed.**

PARCEL NO. 12  
 PROJECT NO. STP-2-2(8)  
 ROAD NO. S.R. 3  
 COUNTY: DELAWARE  
 SECTION: 14  
 TOWNSHIP: 21 N.  
 RANGE: 10 E.

OWNER: MATTHEWS, STANLEY G. ET UX.  
 DEED RECORD 1979, PG 2384, DATED 6-21-79

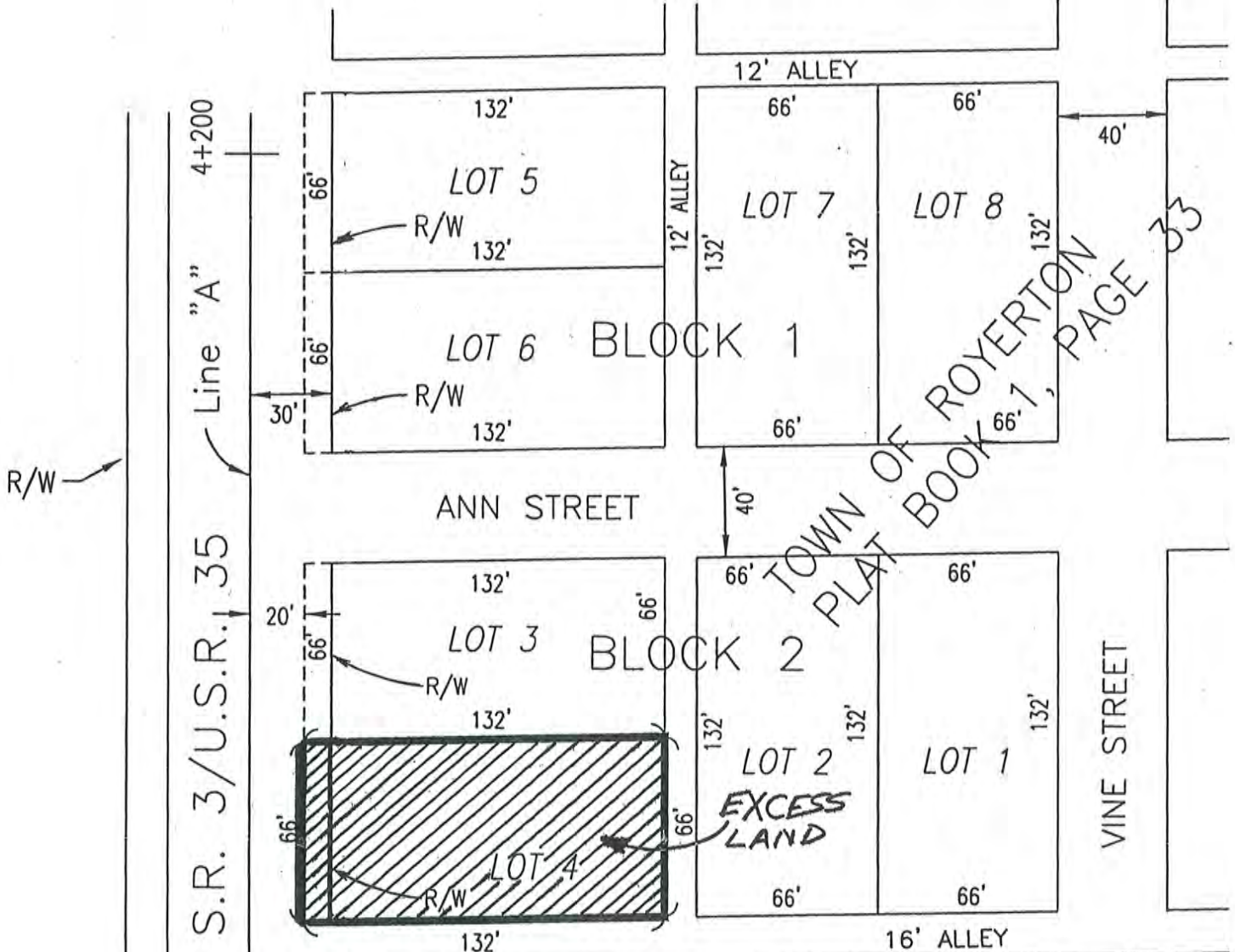
CODE NO: 3459  
 DRAWN BY: Mohl  
 DATE: 3-17-97  
 CHECKED BY: J. LIETZAN  
 DATE: 3-17-97  
 SCALE: 1" = 60'

 - HATCHED AREA IS THE APPROXIMATE TAKING.

THIS PLAT WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDER'S OFFICE AND OTHER SOURCES WHICH WERE NOT NECESSARILY CHECKED BY A FIELD SURVEY. CENTERLINE STATION IS IN METRIC


DEED 2000 2837

# EXHIBIT "B"



TOTAL AREA  
 EXIST. R/W  
 NET AREA

= 8711 SF  
 = 0 SF  
 = 8711 SF

<i>James Michael Lutz</i>		DATE: 3-17-97
		REV. 10-08-99 MADE A TOTAL TAKE. M.J. CALES

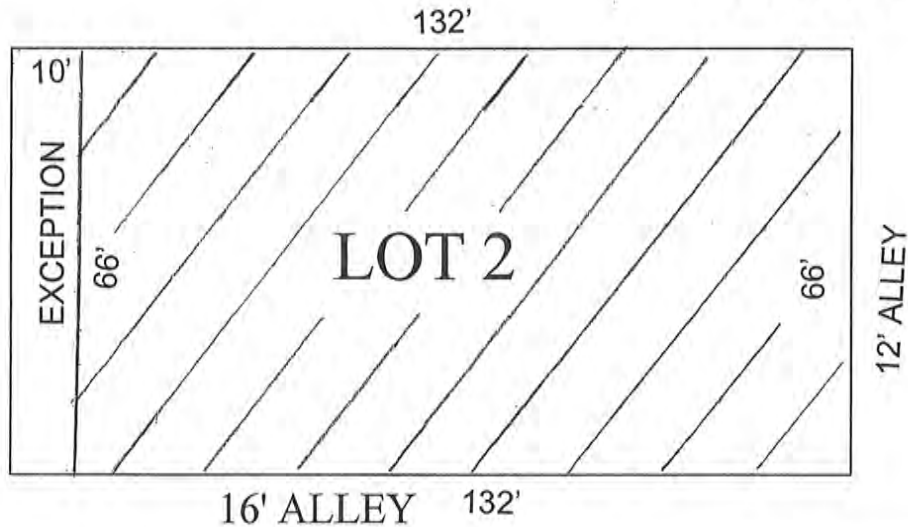
3459-12

TOWN OF ROYERTON  
PLAT BOOK 1, PAGE 33

LOT 3

BLOCK 2

S. R. 3 and U. S. R. 35



Title: CODE 3459---PARCEL 12 EXCESS LAND---1-26-05		Date:
Scale: 1 inch = 30 feet	File: Untitled	
Tract 1: 0.185 Acres: 8052 Sq Feet: 748.1 Sq Meters: No significant closure error. : Perimeter = 376 feet		
001=N0.0000E 66.00	003=S0.0000W 66.00	
002=N90.000E 122.00	004=N90.000W 122.00	

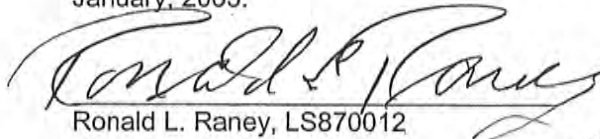


3959-12

**DESCRIPTION FOR EXCESS LAND**  
**PART OF PARCEL 12 R/W CODE 3459**

Lot 4 in Block 2 of the Town of Royerton, the plat of which is recorded in Plat Book 1, page 33 in the Office of the Recorder of Delaware County, Indiana, EXCEPT 10 feet by parallel lines off the west side of said lot. Containing after said exception 8,052 square feet, more or less.

This description was prepared for the Indiana Department of Transportation by Ronald L. Raney a Registered Land Surveyor in the State of Indiana, License Number LS870012 on the 26<sup>th</sup> day of January, 2005.

  
Ronald L. Raney, LS870012





8:51' D FOR RECORD  
at clock 11 M.  
Record 2000 Page 2834-  
2837  
W/C MAY 09 2000

10216

DEED 2000 2834

*[Signature]*  
Recorder, Delaware County

Form WD-1  
8/98

## WARRANTY DEED

Project: STP-201-2(8)  
Code: 3459 ✓  
Parcel: 12 ✓  
Page: 1 of 2

THIS INDENTURE WITNESSETH, That Stanley G. Matthews and Elma Lucille Matthews,  
Adults Husband and Wife

the Grantor(s), of Delaware County, State of Indiana Convey(s) and Warrant(s) to  
the STATE OF INDIANA, the Grantee, for and in consideration of the sum of Seventy Nine Thousand and  
no/100

Dollars (\$79,000.00) (of which said sum \$79,000.00 represents land  
and improvements acquired and \$0 represents damages) and other valuable consideration,  
the receipt of which is hereby acknowledged, certain Real Estate situated in the County of DELAWARE, State of Indiana,  
and being more particularly described in the legal description attached hereto as Exhibit "A" and depicted upon the Right  
of Way Parcel Plat attached hereto as Exhibit "B," both of which exhibits are incorporated herein by reference.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantor(s) hereby specifically acknowledge(s) and agree(s) that the Real Estate conveyed herein is conveyed  
in fee simple and that no reversionary rights whatsoever shall remain with the Grantor(s), or any successors in title to the  
abutting lands of the Grantor(s), notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use,  
conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any  
right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a  
covenant running with the land and shall be binding upon the Grantor(s) and all successors and assigns.

*RJR*

Interests in land acquired by the Indiana  
Department of Transportation  
Grantee mailing address:  
100 North Senate Avenue  
Indianapolis, IN 46204-2219  
I.C. 8-23-7-31

This Instrument Prepared By

Dana Childress-Jones  
Attorney at Law  
Attorney at Law

Paid by Warrant No. 116541641  
Dated 3-8-00

TRANSACTION EXEMPT FROM SALES  
DISCLOSURE REQUIREMENTS UNDER  
IC6-1.1-5.5

Duly Entered for Taxation  
Transfer Fees \$ 3.00 g/a

APR 28 2000

*[Signature]*  
DELAWARE CO. AUDITOR

DEED 2000 2835

Project: STP-201-2 (8)

Code: 3459

Parcel: 12

Page: 2 of 2

The Grantors assumes and agrees to pay the 1999 payable 2000 real estate taxes on the above described real estate.

IN WITNESS WHEREOF, the said Grantor(s) have executed this instrument this 14<sup>th</sup> day of January, 2000.

Stanley G. Matthews  
Signature

Stanley G. Matthews, Adult Husband  
Printed Name

(Seal) Elma Lucille Matthews (Seal)  
Signature

Elma Lucille Matthews, Adult Wife  
Printed Name

\_\_\_\_\_  
Signature (Seal) \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

STATE OF Indiana :

COUNTY OF Delaware :

SS:

Before me, a Notary Public in and for said State and County, personally appeared Stanley G. Matthews  
Elma Lucille Matthews, Adults Husband and Wife

the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be  
their voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 14<sup>th</sup> day of January, 2000.

Terry W. LeMaster  
\_\_\_\_\_  
Terry W. LeMaster  
Printed Name

My Commission expires 11-11-07.

I am a resident of Jay County.

EXHIBIT "A"

DEED 2000 2836

Project: STP-201-2(8)

Sheet 1 of 1

Code: 3459

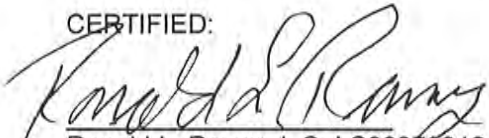
Parcel: 12      **FEE SIMPLE**

Lot 4 in Block 2 of the Town of Royerton, the plat of which is recorded in Plat Book 1, page 33 in the Office of the Recorder of Delaware County, Indiana.

7-703

This description was prepared on the 8<sup>th</sup> day of October, 1999, for the Indiana Department of Transportation by, Ronald L. Raney, Indiana Registered Land Surveyor, License Number, LS80870012.

CERTIFIED:

  
Ronald L. Raney, L.S. LS80870012





RCEL NO. 12  
 ROJE 10. STP-2 -2(8)  
 AD NO. S.R. 3  
 UNTY: DELAWARE  
 CTION: 14  
 WNSHIP: 21 N.  
 NGE: 10 E.

OWNER: MATTHEWS, STANLEY G. ET UX.  
 DEED RECORD 1979, PG 2384, DATED 6-21-79

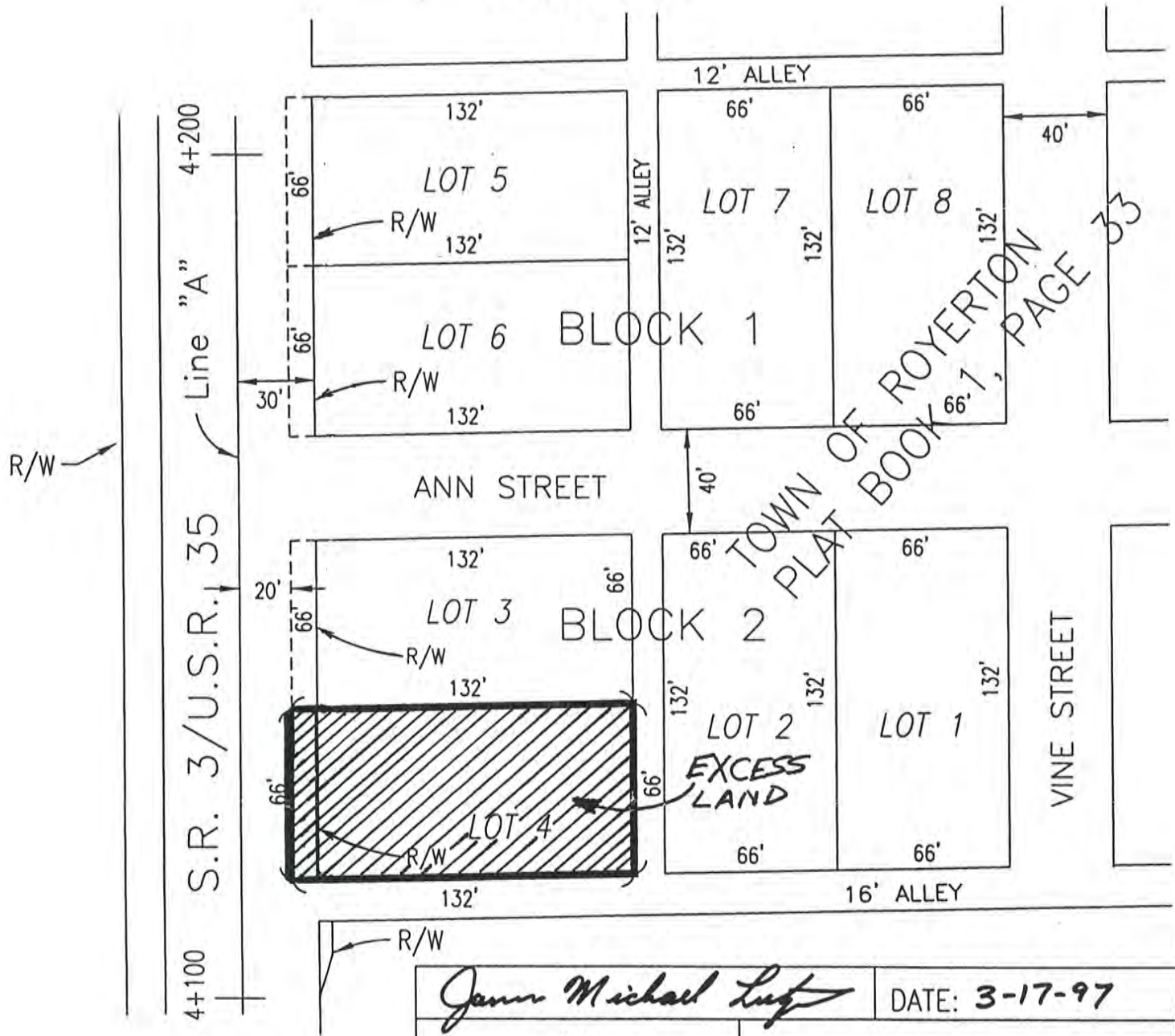
CODE NO: 3459  
 DRAWN BY: Moh!  
 DATE: 3-17-97  
 CHECKED BY: J. LIETZAN  
 DATE: 3-17-97  
 SCALE: 1" = 60'

 - HATCHED AREA IS THE APPROXIMATE TAKING.



THIS PLAT WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDER'S OFFICE AND OTHER SOURCES WHICH WERE NOT NECESSARILY CHECKED BY A FIELD SURVEY. CENTERLINE STATION IS IN METRIC

DEED 2000 2837

# EXHIBIT "B"



TOTAL AREA = 8711 SF  
 (IST. R/W) = 0 SF  
 NET AREA = 8711 SF

		DATE: 3-17-97
		REV. 10-08-99 MADE A TOTAL TAKE. M.J. CALES



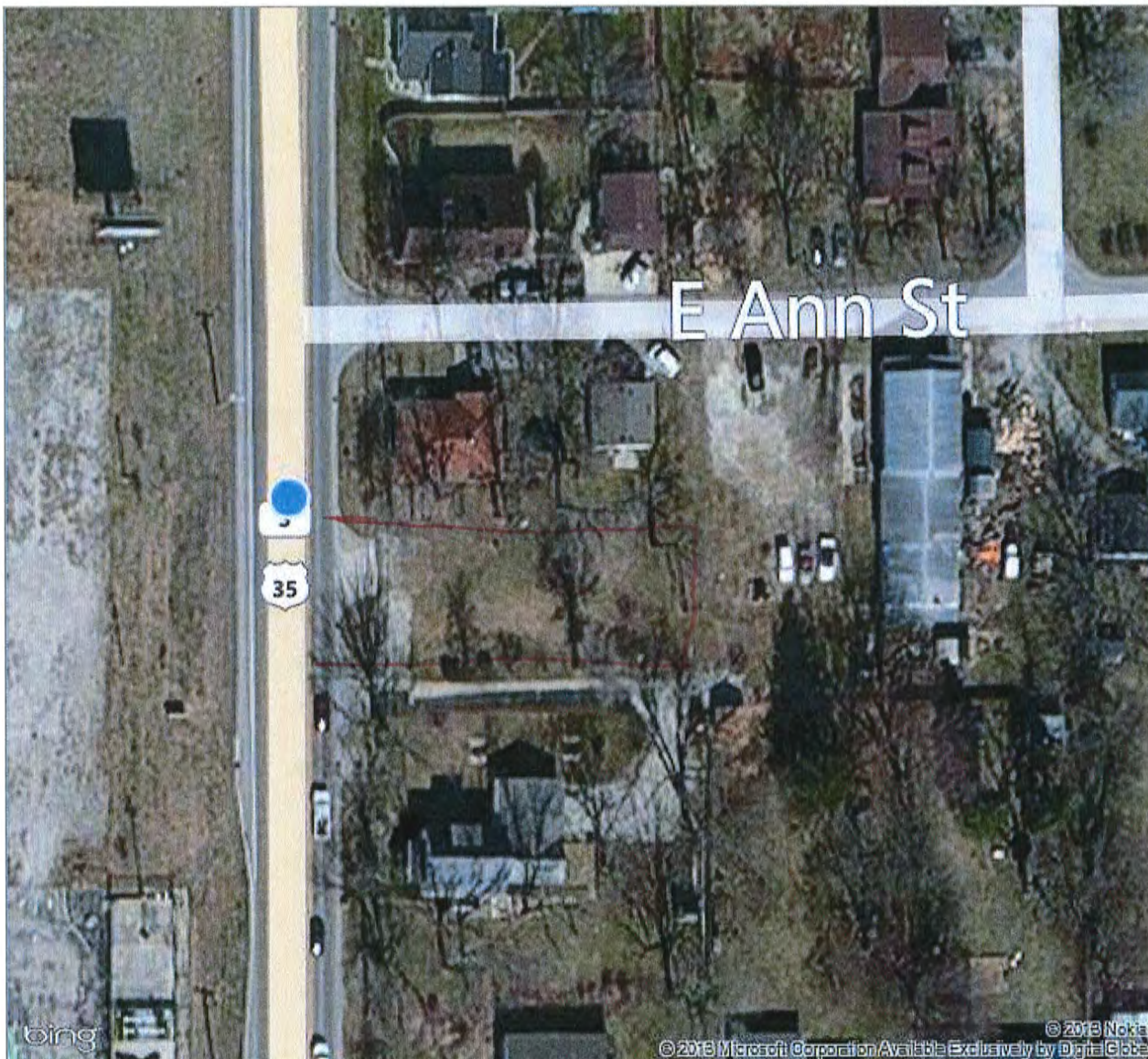
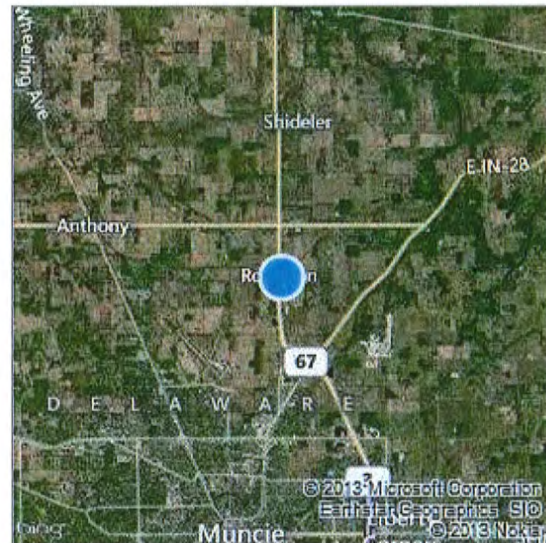
bing Maps

Royerton, IN

My Notes



On the go? Use [m.bing.com](http://m.bing.com) to find maps, directions, businesses, and more



Bird's eye view maps can't be printed, so another map view has been substituted.

E-9



PROJECT	DESIGNATION
STP-201-2 (008)	8819465
CONTRACT	

# INDIANA DEPARTMENT OF TRANSPORTATION

CODE: 3459  
DES. NO. 8819465

TRAFFIC DATA	
A.A.D.T. (1993)	12,360 V.P.D.
A.A.D.T. (2017)	16,920 V.P.D.
D.H.V. (2017)	1,355 V.P.H.
DIRECTIONAL DISTRIBUTION	50 %
TRUCKS	7 % D.H.V.
	10 % A.A.D.T.
DESIGN DATA	
DESIGN SPEED	60 K.P.H.
PROJECT DESIGN CRITERIA	3R (NON-FREEWAY)
FUNCTIONAL CLASSIFICATION	PRINCIPAL ARTERIAL
RURAL/URBAN	URBAN (SUBURBAN)
TERRAIN	LEVEL
ACCESS CONTROL	NONE

## RIGHT OF WAY PLANS ON STATE RD. 3

### PROJECT NO. STP-201-2 (008 ) R/W

GROSS LENGTH : 0.990 KM.

NET LENGTH : 0.781 KM.

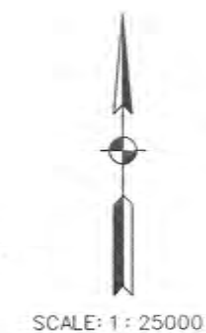
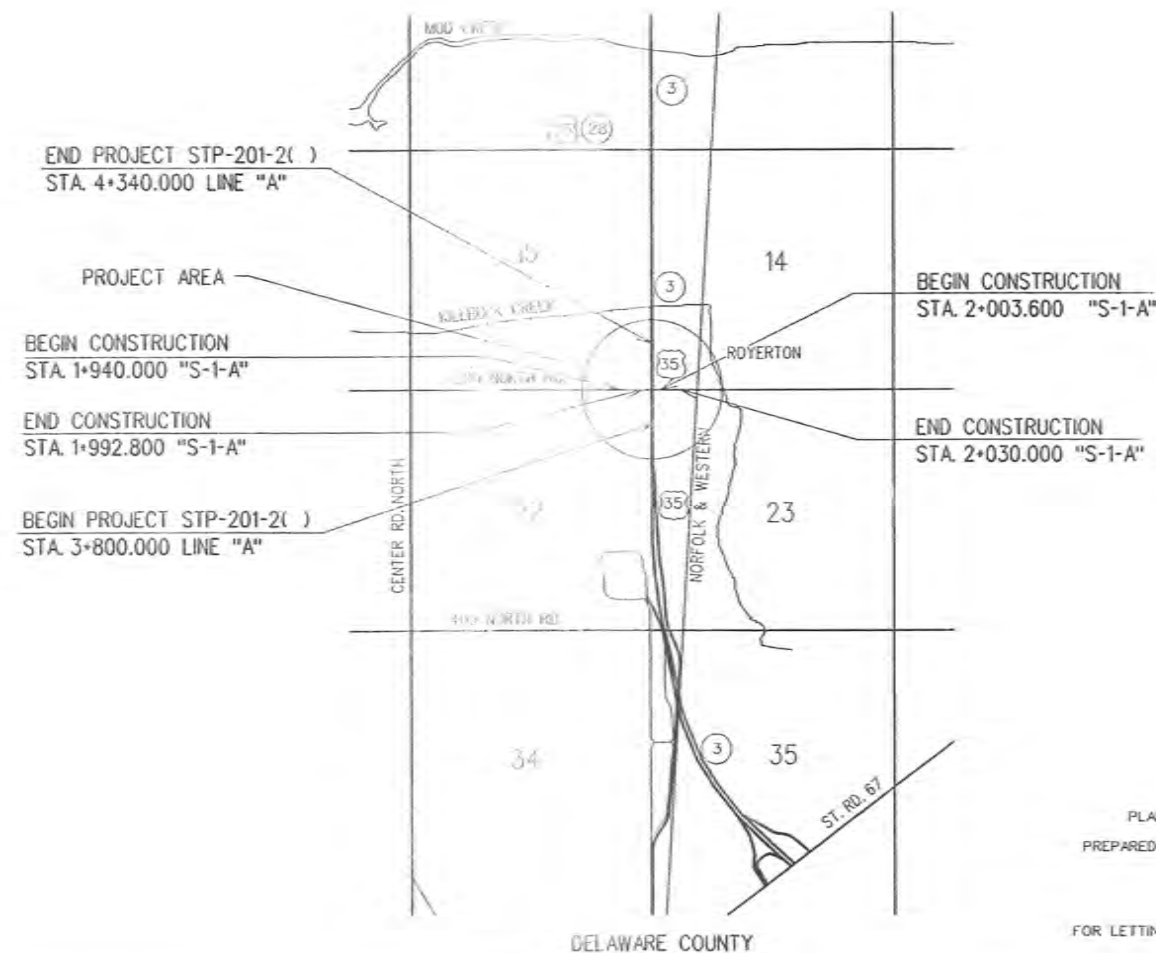
MAXIMUM GRADE : 1.146%

SR 3 FROM RP 048+092 TO RP 049+029

BEGINNING AT A POINT ON THE CENTERLINE OF S.R. 3/U.S. 35 233.571 m  
SOUTH OF THE NORTHEAST CORNER OF SECTION 22, T21N, R10E, THENCE  
NORTH ALONG SAID CENTERLINE 540.000 m, ALL BEING IN SECTIONS 14, 15, 22,  
AND 23, T21N, R10E, DELAWARE COUNTY, INDIANA



PROJECT LOCATION SHOWN BY



PLANS  
PREPARED BY:

FOR LETTING:

INDIANA DEPARTMENT OF TRANSPORTATION  
STANDARD SPECIFICATIONS DATED 1995  
TO BE USED WITH THESE PLANS



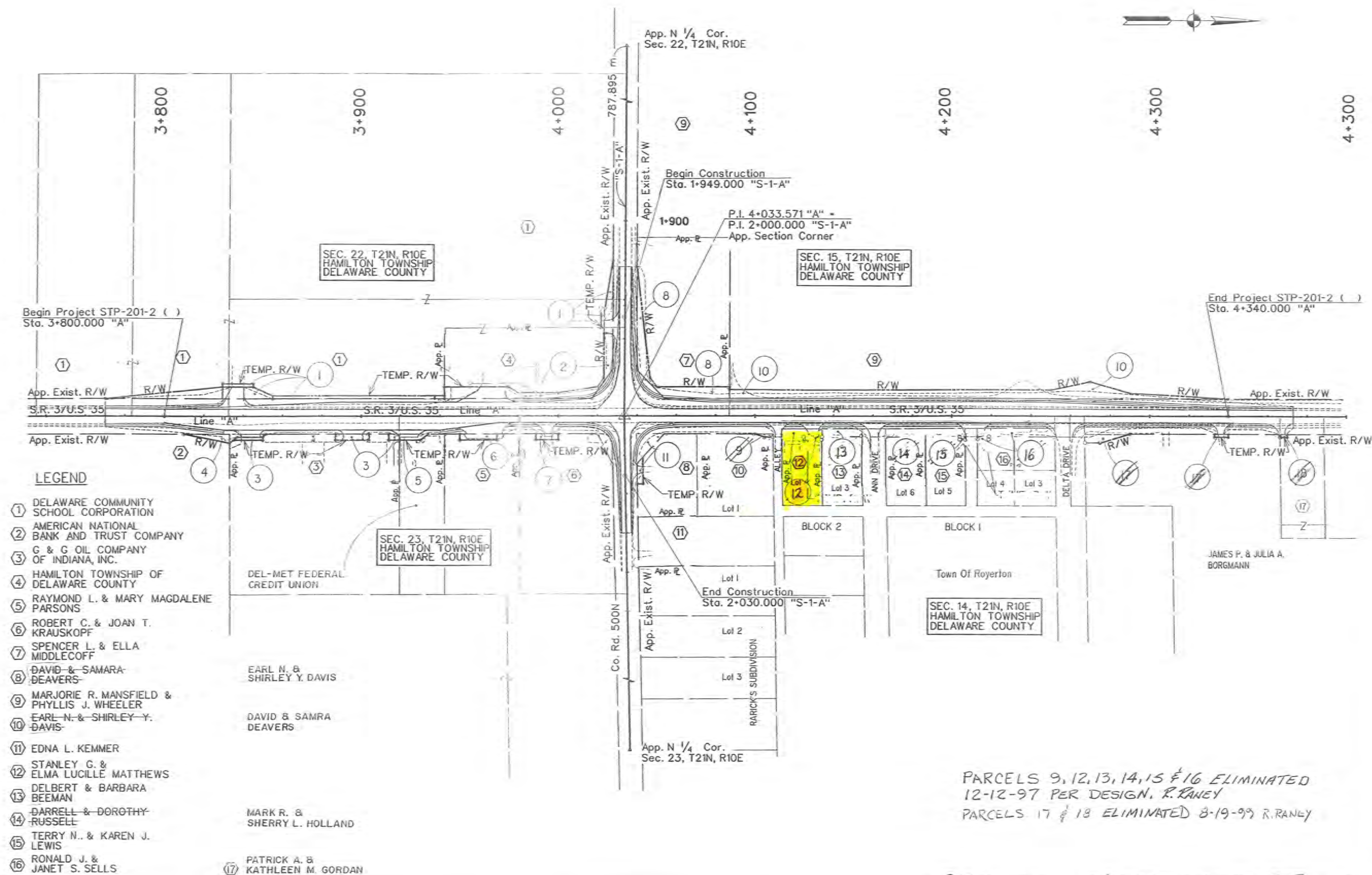
Cole Associates Inc.  
360 Century Building  
36 S. Pennsylvania St.

E-10

APPROVED: *James H. San* 6-18-97  
CHIEF DIVISION OF LAND ACQUISITION DATE

RECOMMENDED FOR APPROVAL: *James H. San* 6-18-97

DESIGNATION	8819465
SURVEY BOOK	SHEETS
CONTRACT	1 of 16
	PROJECT





HORIZONTAL SCALE 1 : 200	ROAD FILE
VERTICAL SCALE 1:100	DESIGNATION 8819465
SURVEY BOOK	SHEETS 11 of 16



**EXHIBIT D**

**Hold Harmless Affidavit**

STATE OF INDIANA       )  
  )SS:  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT**

Comes now the Affiant(s), \_\_\_\_\_, and swear and affirm to the following:.

- 1)       That the above Affiant(s) shall **hold harmless and indemnify** the State of Indiana and its agent Indiana Department of Transportation and accept the property transfer through Quit Claim Deed without any Warrants and receive property As-Is.

SUBSCRIBED AND SWORN TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Affiant's printed name

\_\_\_\_\_

Affiant's signature

State of Indiana       )  
  ) SS:  
County of \_\_\_\_\_ )

Subscribed and sworn to before me a Notary Public this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Notary Public

A Resident of \_\_\_\_\_ County Indiana  
My Commission expires: \_\_\_\_\_